TOWN OF FORT MILL
PLANNING COMMISSION MEETING
February 16, 2016
112 Confederate Street
7:00 PM

AGENDA

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Meeting: January 19, 2016 *[Pages 3–8]*

OLD BUSINESS ITEMS

1. **Commercial Appearance Review: QuikTrip** *[Pages 9–22]*

   Request from QuikTrip to approve commercial appearance review for a proposed gas station/convenience store located at the corner of Highway 160 and Springfield Parkway *(Ward 3: Huntley)*

NEW BUSINESS ITEMS

1. **Annexation Request: Talkington Property** *[Pages 23–82]*

   a. An ordinance annexing York County Tax Map Numbers 774-00-00-004 & 774-00-00-005, containing approximately 161 +/- acres on S Dobys Bridge Road *(Ward 4: Moody)*

   b. An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement with Taylor Morrison of Carolinas, Inc., for property located at York County Tax Map Numbers 774-00-00-004 and 774-00-00-005, such parcels containing approximately 161 +/- acres located on S Dobys Bridge Road; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

ITEMS FOR INFORMATION / DISCUSSION

1. **COD/COD-N Design Guidelines Update**

ADJOURN

MINUTES
TOWN OF FORT MILL
PLANNING COMMISSION MEETING
January 19, 2016
112 Confederate Street
7:00 PM

Present: James Traynor, Hynek Lettang, Jay McMullen, Chris Wolfe, Tom Petty, Ben Hudgins, Planning Director Joe Cronin, Assistant Planner Chris Pettit

Absent: John Garver

Guests: Tim Smoak (Comporium), Judy Allie (QuikTrip), Brian Smith (Urban Design), David Meyer (QuikTrip)

Chairman Traynor called the meeting to order at 7:00 pm and welcomed everyone in attendance.

Chairman Traynor stated that he had a conflict of interest for New Business Item #3 and would be recusing himself from discussion of that item.

Mr. Wolfe stated that he had heard from Mr. Hudgins in advance of the meeting, and that Mr. Hudgins would be arriving late. Planning Director Cronin added that Mr. Garver was recovering from surgery and would not be attending.

Mr. Wolfe made a motion to approve the minutes from the December 16, 2015, meeting, with a second by Mr. McMullen. The minutes were approved by a vote of 5-0.

ELECTION OF CHAIR & VICE CHAIR FOR 2016

Planning Director Cronin stated that a new Chair and Vice Chair would need to be elected for 2016. Mr. Traynor opened the floor for nominations.

Mr. Wolfe nominated Mr. Traynor to serve as Chair. Mr. Lettang seconded the nomination. There being no further nominations, Mr. Traynor called for a vote on the motion. The motion to elect Mr. Traynor as Chair for 2016 was approved by a vote of 4-0, with Mr. Traynor abstaining.

Mr. Wolfe nominated Mr. Hudgins to serve as Vice Chair. Mr. McMullen seconded the nomination. There being no further nominations, Chairman Traynor called for a vote on the motion. The motion to elect Mr. Hudgins as Vice Chair for 2016 was approved by a vote of 5-0.

OLD BUSINESS ITEMS

1. **Final Plat Approval: Massey Phase 2, Map 1**: Planning Director Cronin provided a brief overview of the request, the purpose of which was to review and approve a final plat for Massey Phase 2, Map 1. The plat contains a total of 49 single-family lots on 16.589 acres. The final plat was consistent with the preliminary plat for Phase 2 approved in 2013, as

well as the minor revisions which were approved administratively in 2015. Planning Director Cronin noted that all street names have been approved by York County, and bond estimates had also been submitted by the project engineer and approved by town staff. Additional corrections had also been made from a version that was on the Planning Commission agenda in November 2015. Therefore, staff recommended in favor of approval.

Mr. Wolfe made a motion to approve the final plat for Massey Phase 2, Map 1, contingent upon the applicant securing a bond or letter of credit equal to 125% of the cost of any unfinished infrastructure. Mr. Petty seconded the motion. Chairman Traynor added that the motion should also include approval of the following street names: Belews Creek Court, Dudley Drive (continued from Massey Phase 4), Felts Parkway (continued from Massey Phase 1), Jakey Drive, Melissa Drive, Red Forest Way and Thomas Knapp Parkway. Mr. Wolfe and Mr. Petty accepted Chairman Traynor's suggestion as a friendly amendment to the original motion. Chairman Traynor then called for a vote, and the amended motion was approved by a vote of 5-0.

NEW BUSINESS ITEMS

1. **Annexation Request: 952 Pleasant Ridge Road**: Planning Director Cronin provided a brief overview of the request, the purpose of which was to consider an annexation request submitted by William and Mary Lou Adams for a 0.38 acre parcel located at 952 Pleasant Ridge Road. The applicant requested a zoning designation of R-10 Residential. Planning Director Cronin stated that the future land use map in the town's comprehensive plan identified the area as medium-density residential, and that the property was surrounded on all four sides by parcels zoned R-10. Therefore, staff recommended in favor of approving the annexation request with R-10 zoning.

   Mr. McMullen made a motion to recommend in favor of the annexation request with a zoning designation of R-10. Mr. Lettang seconded the motion. The motion was approved by a vote of 5-0.

2. **Rezoning Request: Dobys Bridge Presbyterian Church**: Planning Director Cronin provided a brief overview of the request, the purpose of which was to consider a rezoning request submitted by Dobys Bridge Presbyterian Church for a 6.52 acre parcel located at 2500 S Dobys Bridge Road. The applicant requested a rezoning of the property from LC Local Commercial to R-15 Residential. Planning Director Cronin stated that the future land use map in the town's comprehensive plan identified the area as medium-density residential, and that the property was surrounded by residential zoned parcels, including the Forest at Fort Mill subdivision across Dobys Bridge Road, which is also zoned R-15. He added that the church was the only commercial zoned parcel on this stretch of S Dobys Bridge Road, and if the property was ever redeveloped in the future, commercial and multi-family would be permitted under the current zoning designation. Therefore, staff recommended in favor of approving the rezoning request from LC to R-15.

Mr. Petty made a motion to recommend in favor of the rezoning request from LC to R-15. Mr. Wolfe seconded the motion. The motion was approved by a vote of 5-0.

3. **Commercial Appearance Review: QuikTrip**: Discussion of this item was deferred to the end of the agenda.

ITEMS FOR INFORMATION / DISCUSSION

1. **UDO Update**: Planning Director Cronin stated that work was wrapping up on the UDO. The final sections should be received from the consultant in the next few days, and will be forwarded to UDO Committee members for review and comment. Once the draft document has been updated with all comments, staff and the consultant will schedule follow up meetings with focus group participants, as well as a public input meeting. It is anticipated that the recommended UDO will be reported out to council by late March or early April.

2. **COD-N Design Standards**: Planning Director Cronin stated that the Planning Commission still needs to prepare and adopt recommended design guidelines for a number of elements covered by the Corridor Overlay District (COD-N), including design requirements for crosswalks, pedestrian lighting, site lighting, fences, walls and landscaping. Planning Director Cronin stated that staff would be sending out an email later in the week asking for three members to serve on a subcommittee. The subcommittee will review design alternatives and provide recommendations back to the full Planning Commission. Staff would like to have this work completed by the February meeting.

NEW BUSINESS ITEMS (CONTINUED FROM ABOVE)

Chairman Traynor again stated that he had a conflict of interest on the next item, and excused himself from the remainder of the meeting. Chairman Traynor left the meeting at 7:21 pm.

Vice Chairman Hudgins arrived at 7:31 pm.

3. **Commercial Appearance Review: QuikTrip (Continued from Above)**: Assistant Planner Pettit provided a brief overview of the request, the purpose of which was to consider an appearance review for QuikTrip's proposed gas station/convenience store located at the corner of Highway 160 and Springfield Parkway. Assistant Planner Pettit reminded the commission that the item underwent a preliminary review at the Planning Commission's December 16, 2015 meeting and that the applicant had subsequently submitted revisions based on the staff and commission comments.

   Assistant Planner Pettit took the Planning Commission through the staff report, noting how the applicant addressed the comments from the preliminary review. Regarding the building height, Assistant Planner Pettit noted that the applicant had revised the gas canopy to show the required 20' minimum height but that the primary structure remained unchanged from the previous submission, which showed the minimum height as 16'. Judy Allie, representing QuikTrip, noted that the building is the company's standard design and that it would be very difficult to change. Ms. Allie additionally noted that the building's design

includes several architectural features that go above the 20' minimum height and thus meets the intent of the overlay district's minimum height requirement. Brian Smith, the project's engineer with Urban Design Partners, noted that the building will sit well below the grade of the adjacent roadways. Ms. Allie stated that given the difference in grade, the building will appear smaller regardless of the minimum height. Mr. Petty noted that the structure is very well designed and that perhaps requiring the applicant to change the building would remove some of the height articulation that is typically desired by the commission. Mr. Hudgins noted a concern that approving something below 20' could set a precedent for future applicants. Mr. Lettang stated that he understood the commission's comments, but that in his opinion he would be fine with the height if the applicant took this as an opportunity to really enhance the landscaping to meet the overarching goal of good design and appearance. Mr. McMullen additionally agreed with the commission's concerns, but noted that if an average 20' could be obtained then the commission would have some criteria to utilize in the future should another applicant discuss a precedent set by the QuikTrip project.

Assistant Planner Pettit discussed the comments and revisions for the commission's previously requested "faux" entrance/facade at the rear of the building, noting that the revised elevation was not provided in the commission's agenda packet. Assistant Planner Pettit showed the revised elevation on the screen, noting that the applicant had revised the façade per the commission's comments to include signage, an awning, and stone pilasters. Mr. Petty questioned whether the windows would be see-through or blacked out. Ms. Allie noted that the windows would not be true see-through windows as the storage and utility areas are located along the rear of the building layout.

Assistant Planner Pettit noted that at the commission's preliminary review, it was discussed that there was a desire to see enhanced monument signage at the site. Ms. Allie noted that the signs would meet all the requirements of the zoning ordinance. Given that the specific designs were not provided for the monument signage, the commission asked that a subsequent submittal include designs for signage.

Assistant Planner Pettit provided the minimum landscaping requirements of the COD-N overlay district, noting that the applicant exceeded in certain areas but lacked in others. Assistant Planner Pettit noted that the landscaping is intended to be located closer to the street than as shown on the applicant's plans, to which the commission members noted that as long as the landscaping was generally located in the required locations that it would meet the intent given the issues with utility and topography conflicts adjacent to the streets. Acting Chairman Wolfe requested that a subsequent submittal meet all the requirements of the zoning ordinance, the commission's requested enhancements, as well as additionally noting that a tree survey should be submitted to see if any significant trees would be saved or removed during development.

Given that a subcommittee had not yet met to finalize designs for COD-N lighting requirements and internal walkway designs, Assistant Planner Pettit noted that those items would hopefully be ready to be discussed at the Planning Commission's February meeting.

Assistant Planner Pettit provided an overview of the applicant's changes related to pedestrian connectivity. A discussion occurred related to the submitted designs versus what is required through the COD-N overlay requirements. Staff noted that sidewalks were already existing along the Highway 160 side of the project and that topography becomes a significant issue as you continue up Springfield Parkway. Mr. McMullen noted that, given the overall intent of the overlay to create pedestrian friendly design, a sidewalk should be included along the new drive connecting Springfield Parkway to the existing Avery Plaza/Food Lion shopping center. Acting Chairman Wolfe agreed with Mr. McMullen, noting that he would not want people having to walk in the road to go from Food Lion to the QuikTrip or to any future development that occurs adjacent to the QuikTrip or Food Lion. Acting Chairman Wolfe asked staff to work with the applicant on the specific design to meet the intent of the comments related to pedestrian connectivity.

A discussion occurred related to the driveway locations and their distance from the Highway 160 – Springfield Parkway intersection. Ms. Allie noted several difficulties in meeting the 400' requirement, including stream buffers, topography issues, and utility conflicts along Springfield Parkway. Ms. Allie noted that QuikTrip had been working with SCDOT and that the plans for the two entrances had been given a verbal notice of approval. Ms. Allie specifically brought to the commission's attention that the Highway 160 entrance was designed as right in-right out only. The commission members noted that the connectivity benefits of the driveway at the rear outweighs the difference in the distance requirements.

There being no further items listed in the staff report to discuss, Acting Chairman Wolfe asked if there were any other comments to pass along to the applicant before next month's meeting. Hearing none, Acting Chairman Wolfe called for a motion. Mr. McMullen made a motion to defer the appearance review of the proposed QuikTrip until the Planning Commission's February meeting to allow the applicants to address the staff and commission comments. Mr. Hudgins seconded the motion. The motion was approved by a vote of 5-0.

There being no further business, the meeting was adjourned at 8:17 pm.

Respectfully submitted,

Joe Cronin
Planning Director

RECUSAL STATEMENT

Member Name: JAMES TRAYNOR

Meeting Date: TUESDAY JAN 19, 2016

Agenda Item: **Section** NEW BUSINESS **Number:** #3

Topic: COMMERCIAL APPEARANCE REVIEW: QUICK TRIP HWY 160 & SPRINGFIELD PARKWAY

The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.

Justification to Recuse:

____ **Professionally employed by or under contract with principal**

____ **Owns or has vested interest in principal or property**

✓ **Other:** AFFILIATED COMPANY OWNS SITE OF PROPOSED QUICK TRIP - PROPERTY UNDER CONTRACT

Date: 1/12/16 J Traynor

Member

Approved by Parliamentarian:

Planning Commission Meeting
February 16, 2016
New Business Item

Commercial Appearance Review: QuikTrip
Request from QuikTrip to grant commercial appearance review approval for a proposed gas station/convenience store located at the corner of Highway 160 and Springfield Parkway.

Background / Discussion

The Planning Commission is asked to consider a request from QuikTrip to grant commercial development appearance review approval for a proposed gas station/convenience store located at the corner of Highway 160 and Springfield Parkway. A map and site plan are attached for reference.

The property (Tax Map # Pending), is zoned Highway Commercial (HC) and is also subject to the requirements of the COD-N Corridor Overlay (Node) district.

The Planning Commission provided a preliminary review of the site plan and elevations on 12/16/15 and a full review on 1/19/16. The revised building elevations, site plans and landscaping plans are attached for review.

Recommendation

2/16/16 STAFF REPORT OUTLINE:
Updated staff comments appear in blue, with the Planning Commission's 1/19/16 comments appearing in purple.

The property is zoned HC and is, therefore, properly zoned for a gas station/convenience store. The COD-N overlay also allows gas stations/convenience stores.

The following paragraphs detail staff's review of the site plan's and elevation's compliance with COD-N requirements. A full copy of the overlay district's requirements will be attached, however certain sections will be included within the text as well (highlighted in grey). Staff has highlighted key requirements but not necessarily all requirements of the COD-N overlay.

Setback and Height
The proposed building and associated improvements meet the setback requirements of the COD-N overlay. The building height requirements for the COD-N overlay district are listed as a 20' minimum building height. The definition of a minimum building height is as follows:

> *Height of building, minimum.* The vertical distance between the average grade at the base of a structure and the lowest part of the top of the structure, including parapets, but not including the following: porches, porte-cocheres, other unheated appurtenances that enhance the building architecture or features that are deemed appropriate by the Planning Commission as determined in the commercial appearance review.

The Planning Commission, during the commercial appearance review process, shall have the discretion to determine whether the proposed building height meets the requirements, and intent, of the COD-N overlay district requirements.

1/19/16 PLANNING COMMISSION COMMENTS:
The Planning Commission requested that the applicant provide materials showing the building maintaining an average height of 20' in order to meet the requirements of the COD-N overlay district.

2/16/16 STAFF REVIEW COMMENTS:
The applicant has provided updated drawings showing the building maintaining a 20' average height, which meets the Planning Commission's request from the 1/19/16 meeting.

Building Placement and Orientation
In regards to building placement/orientation, the COD-N overlay notes that buildings shall be oriented toward the public street(s) and:

> …development will be designed to bring buildings closer to the road edge to better define the public space of the streets enhanced by landscaping and pathways and create a scale that is more appropriate for a pedestrian traffic.

Additional sections of the overlay also note that buildings are to be brought up to the street, oriented toward the street, to create a pedestrian scale atmosphere. The section regarding off-street parking notes that:

> Off-street parking in the district shall be located to the side or rear of the structure(s) located nearest to the public road(s), to the extent practicable. Where parking is located between a structure and the corridor, it shall be limited to one bay of parking (i.e., two rows of parking spaces with one shared drive aisle between the rows of spaces).

The Planning Commission shall have the discretion to determine if the proposed plan meets the requirements, and intent, of the COD-N overlay district requirements.

1/19/16 PLANNING COMMISSION COMMENTS:
The applicant's revision to include the "faux" entrance/façade meets Planning Commission's preliminary review comments.

The Planning Commission requested enhanced signage during the preliminary review as the building orientation did not create the desired enhanced pedestrian atmosphere. Signage plans were not provided, therefore the Planning Commission was unable to determine whether the signs are enhanced from a typical plan. The Planning Commission requests that the applicant provide designs for the February meeting.

2/16/16 STAFF REVIEW COMMENTS:
The applicant has provided signage designs and specifications as requested by the Planning Commission. The Planning Commission shall have the discretion to determine if the proposed designs meet the requirements, and intent, of the COD-N overlay district.

Building Materials
The proposed convenience store and gas canopy structures use brick with stone accents. The COD-N overlay provides the following requirements for building materials and architectural design:

Architectural features/façade treatments:

1) Materials:
   (a) Buildings shall be designed to use building materials such as rock, stone, brick, stucco, concrete, wood or Hardiplank.
   (b) No mirrored glass shall be permitted on any facades in COD-N, and mirrored glass with a reflectance no greater than 20 percent shall be permitted in COD.
   (c) Corrugated metal shall not be used on any facade.
2) In COD-N, variations in the rooflines and facades of adjacent buildings shall be encouraged to avoid monotony.
3) In COD-N, any nonresidential façade facing the corridor or any other street shall be articulated with architectural features and treatments, such as windows, awnings, scoring, trim, and changes in materials (i.e., stone "water table" base with stucco above), to enhance the quality of pedestrian environment of the public street, particularly in the absence of a primary entrance.

The Planning Commission shall have the discretion to determine whether the proposed design and materials best meets the requirements, and intent, of the COD-N overlay district.

1/19/16 PLANNING COMMISSION COMMENTS:
No changes were requested regarding building materials, and the revised elevations contain the same materials as the previous submissions.

2/16/16 STAFF REVIEW COMMENTS:
No comment, as no further changes were requested by the Planning Commission.

Landscaping
The applicant has supplied a landscape plan showing a mixture of crape myrtle and skyline honeylocust trees within the parking lot and along the project perimeter. Shrubbery was also included in two locations. Staff will note the following requirements of the COD-N:

1. Street trees are to be provided at a rate of one tree per 50 linear feet of frontage. In this case, the frontage would include Highway 160 as well as Springfield Parkway. The applicant has provided the appropriate number of plantings, however these plantings are to all be located within 15' of the frontage ROWs. As shown, these trees surround the entire property perimeter.
2. Additional plantings are determined by calculating the "planting area" defined in "Streetscape" section of the COD-N overlay requirements. Per staff's calculation (756.05 LF – (2)45'entrances), the following would need to be planted within 35' of the frontage ROW:
    a. 19 trees, with 50% being canopy trees (required street trees may be used to meet this requirement, therefore only 3 additional trees required for a total of 19)
    b. 94 shrubs, with 50% being evergreen (the applicant has shown a total of 106 shrubs located in two planting areas). See bullet #4.
3. A tree survey marking significant trees to be removed/protected was not provided, therefore compliance cannot be determined. Any trees 30 inches or more in diameter that are saved shall count towards the required planting requirements. Any trees 30 inches or more in diameter that are removed shall be replaced with a 6" caliper tree of a similar species.
4. Off-street parking areas are to be screened from frontage ROWs by a minimum of one row of evergreen shrubs planted no more than 5' on center. Staff calculates a total of 133 shrubs would be required to meet this requirement. These shrubs may be used to meet the requirements listed in bullet #2(b).
5. The proposed dumpster enclosure would require three sides of landscaped screening.
6. The parking lot would be required to have a total of 7 trees. Such trees cannot be utilized to meet both parking lot landscaping requirements and other requirements listed previously.

7. The trees provided are to be from the approved tree species list provided in Section 38-71 of the Code of Ordinances. Staff will defer compliance with this requirement to the resident landscape architect on the commission.

1/19/16 PLANNING COMMISSION COMMENTS:
The Planning Commission requested that the February submittal meet the minimum requirements of the zoning ordinance, the enhanced requirements as requested by the Planning Commission, as well as additionally including a tree survey.

2/16/16 STAFF REVIEW COMMENTS:
The applicant has provided updated drawings, which meet the requirements of the zoning ordinance. The applicant has provided a tree survey and has noted that two significant trees would be removed during the development process. The updated landscape plans note two replacement trees for those significant trees removed.

Lighting
A lighting plan would be required for the project, however one was not provided with the submission. The COD-N overlay notes that "Lighting shall be installed within the streetscape zone (the first 15 feet of the setback closest to the corridor)" in accordance with a master plan for the corridor, if it exists. The purpose of the lighting would be to provide a safe pedestrian realm. The Town hasn't adopted a master lighting plan for the corridor, so a discussion will need to occur to set the tone for this area of the corridor. Lighting within the interior of the project would need to be a maximum of 28' in height.

1/19/16 PLANNING COMMISSION COMMENTS:
Any lighting would require a subsequent approval and would need to meet any of the requirements set by the Planning Commission for the overlay district.

2/16/16 STAFF REVIEW COMMENTS:
Staff received a call from QuikTrip noting that they had a lighting submission prepared, however staff was unable to reach the QuikTrip representative in order to obtain those plans for the submission.

A Planning Commission subcommittee met on 2/10/16 to discuss design guidelines for the overlay district. The subcommittee will need to meet at least once more before the design guidelines are substantially completed.

Any lighting submission shall be reviewed and approved by the Planning Commission prior to installation on site.

Pedestrian Pathways
An 8' pathway is required along the frontages of Springfield Parkway and Highway 160. The COD-N overlay notes that the pathway shall be no closer than 8' to the edge of pavement of the adjacent streets, in an attempt to bring the pedestrians away from traffic to create a safer pedestrian realm. The applicant shows an 8' path directly beside the edge of pavement for the streets. The Planning Commission, at their discretion, would need to approve this deviation using the procedure noted in Subsection 17 "Alternative means of compliance" within the COD-N overlay code. Staff will note that the pedestrian pathway adjacent to the road already exists along Highway 160.

The pathways along the street frontages would additionally be required to connect to the internal network of sidewalks so that a pedestrian could access the internal site/building without getting off of a pathway. Internal pathways that are to be provided shall be distinguished from asphalt surfaces "through the use of durable, low maintenance, surface materials such as pavers, bricks, or scored, stamped or colored concrete".

1/19/16 PLANNING COMMISSION COMMENTS:
The Planning Commission requested further pedestrian connectivity to include a connection from Springfield Parkway to the internal driveway connecting the QuikTrip site to Avery Plaza.

2/16/16 STAFF REVIEW COMMENTS:
The applicant has provided updated drawings showing a sidewalk connection from Springfield Parkway and continuing along the internal driveway to connect the project to Avery Plaza, which meets the request of the Planning Commission.

Staff does note that the drawings do not show a pedestrian path made of a "distinguished surface" crossing the driveways off of Springfield Parkway and Tom Hall. The Planning Commission may want to discuss including those "distinguished surfaces" across those driveways.

A Planning Commission subcommittee met on 2/10/16 to discuss design guidelines for the overlay district. The subcommittee will need to meet at least once more before the design guidelines are substantially completed. The "distinguished surfaces" as discussed will need to meet the design guidelines as determined by the Planning Commission.

Driveways
In relation to driveways, the COD-N overlay code notes that no driveway shall be allowed within 400 feet of an intersection of any other public road on the corridor. The driveway shown appears to be generally in compliance with that requirement. Further development on the subject parcel could utilize the driveway as planned on the attached site plan, and the development plans as proposed do not block the possibility of future inter-parcel connectivity. Staff will note that the adjacent parcel along Springfield Parkway would not be required to follow the same access management regulations since it is not located within the COD-N overlay.

1/19/16 PLANNING COMMISSION COMMENTS:
The Planning Commission had no further comments on the driveways.

2/16/16 STAFF REVIEW COMMENTS:
No comment, as no further changes were requested by the Planning Commission.

Parking
Parking, as shown on the attached site plan, exceeds the requirements of the zoning ordinance. As mentioned previously, the parking is to be located to the side or rear of the structure(s) to the extent practical. The Planning Commission, at their discretion, shall determine whether the proposed design meets the requirements, and intent, of the COD-N overlay district.

A key to the overlay requirements is to create a pedestrian/bicycle friendly environment. As such, the overlay requires that bicycle parking be present in addition to vehicular parking. A minimum of 2 "spaces" would be required for the convenience store. The current plan does not show bicycle parking.

1/19/16 PLANNING COMMISSION COMMENTS:
The Planning Commission had no further comments on the parking.

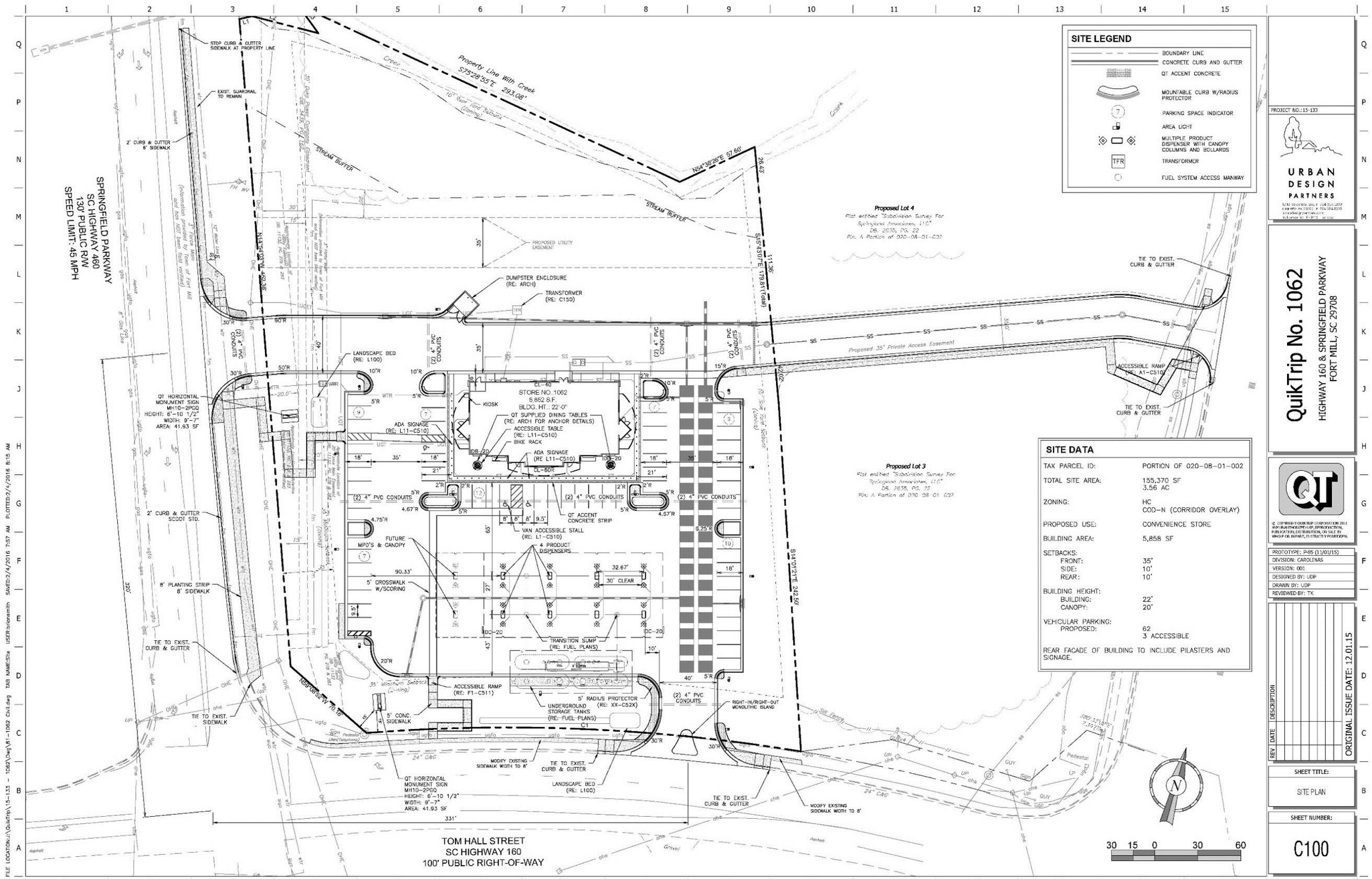
2/16/16 STAFF REVIEW COMMENTS:
No comment, as no further changes were requested by the Planning Commission.

District Purpose
As a final note, staff has included the purpose of the COD/COD-N overlay district:

> *Purpose.* The corridor overlay district is established for the purpose of maintaining a safe, efficient, functional and attractive roadway corridor for the Fort Mill Southern Bypass (the "Bypass") and surrounding areas. It is recognized that, in areas of high visibility, the protection of features that contribute to the character of the area and enhancements to development quality promote economic development and stability in the entire community.

Should the Planning Commission feel as though strict interpretation and application of the requirements creates a hardship, the code does provide a procedure for "alternative means of compliance."

Chris Pettit, AICP
Assistant Planner
February 12, 2016



SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- QT ACCENT CONCRETE
- MOUNTABLE CURB W/RADIUS PROTECTOR
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY

SITE DATA

TAX PARCEL ID:	PORTION OF 020-08-01-002
TOTAL SITE AREA:	155,370 SF 3.56 AC
ZONING:	HC COD-N (CORRIDOR OVERLAY)
PROPOSED USE:	CONVENIENCE STORE
BUILDING AREA:	5,858 SF
SETBACKS:	
FRONT:	35'
SIDE:	10'
REAR:	10'
BUILDING HEIGHT:	
BUILDING:	22'
CANOPY:	20'
VEHICULAR PARKING:	
PROPOSED:	62 3 ACCESSIBLE

REAR FACADE OF BUILDING TO INCLUDE PILASTERS AND SIGNAGE.

PROJECT NO.: 15-133

URBAN DESIGN PARTNERS

QuikTrip No. 1062

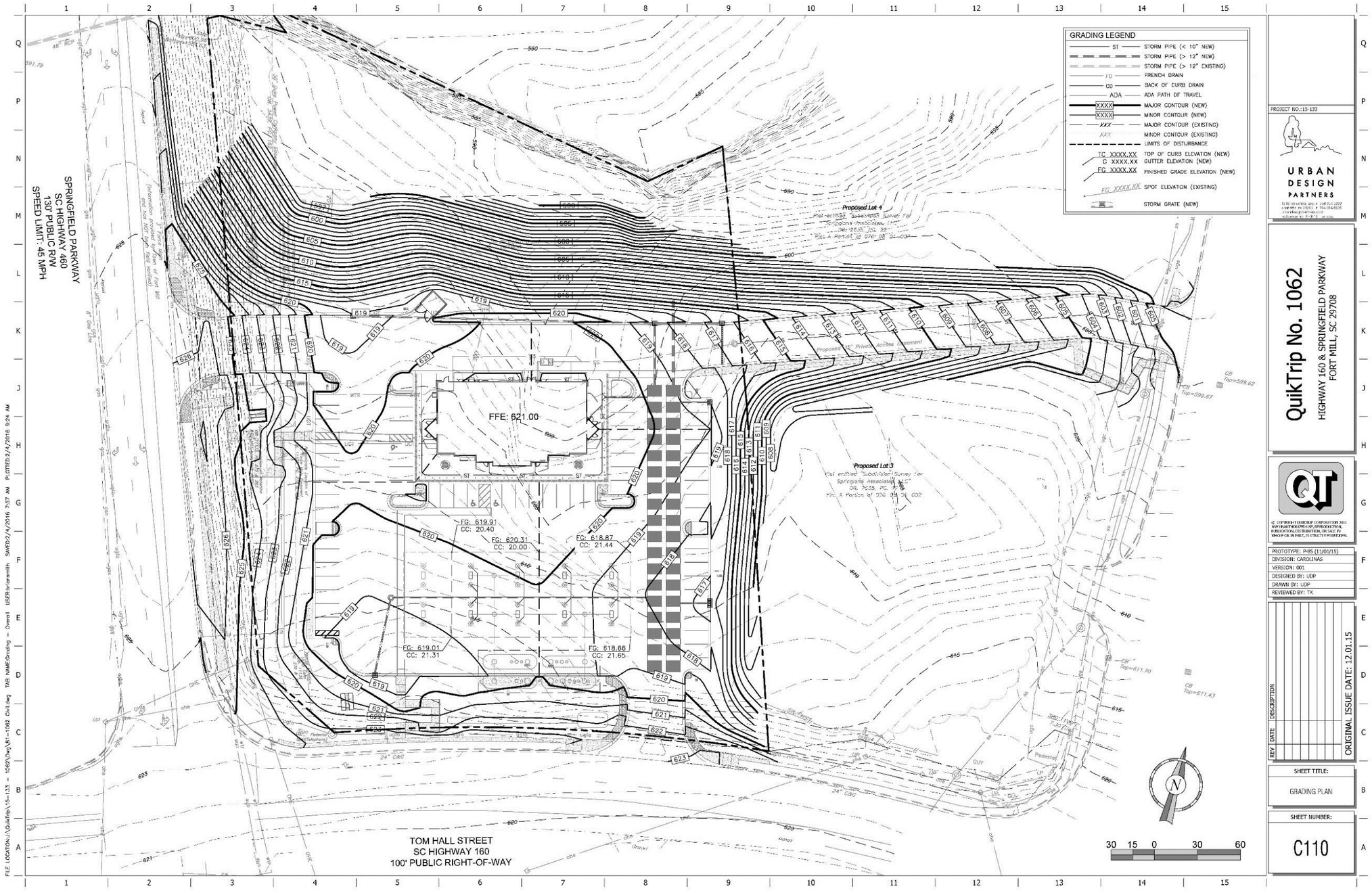
HIGHWAY 160 & SPRINGFIELD PARKWAY
FORT MILL, SC 29708

PROTOTYPE: P-85 (11/01/15)
DIVISION: CAROLINAS
VERSION: 001
DESIGNED BY: UDP
DRAWN BY: UDP
REVIEWED BY: TK

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 12.01.15

SHEET TITLE: SITE PLAN

SHEET NUMBER: C100



QuikTrip No. 1062

HIGHWAY 160 & SPRINGFIELD PARKWAY
FORT MILL, SC 29708

PROJECT NO.: 15-133

URBAN DESIGN PARTNERS

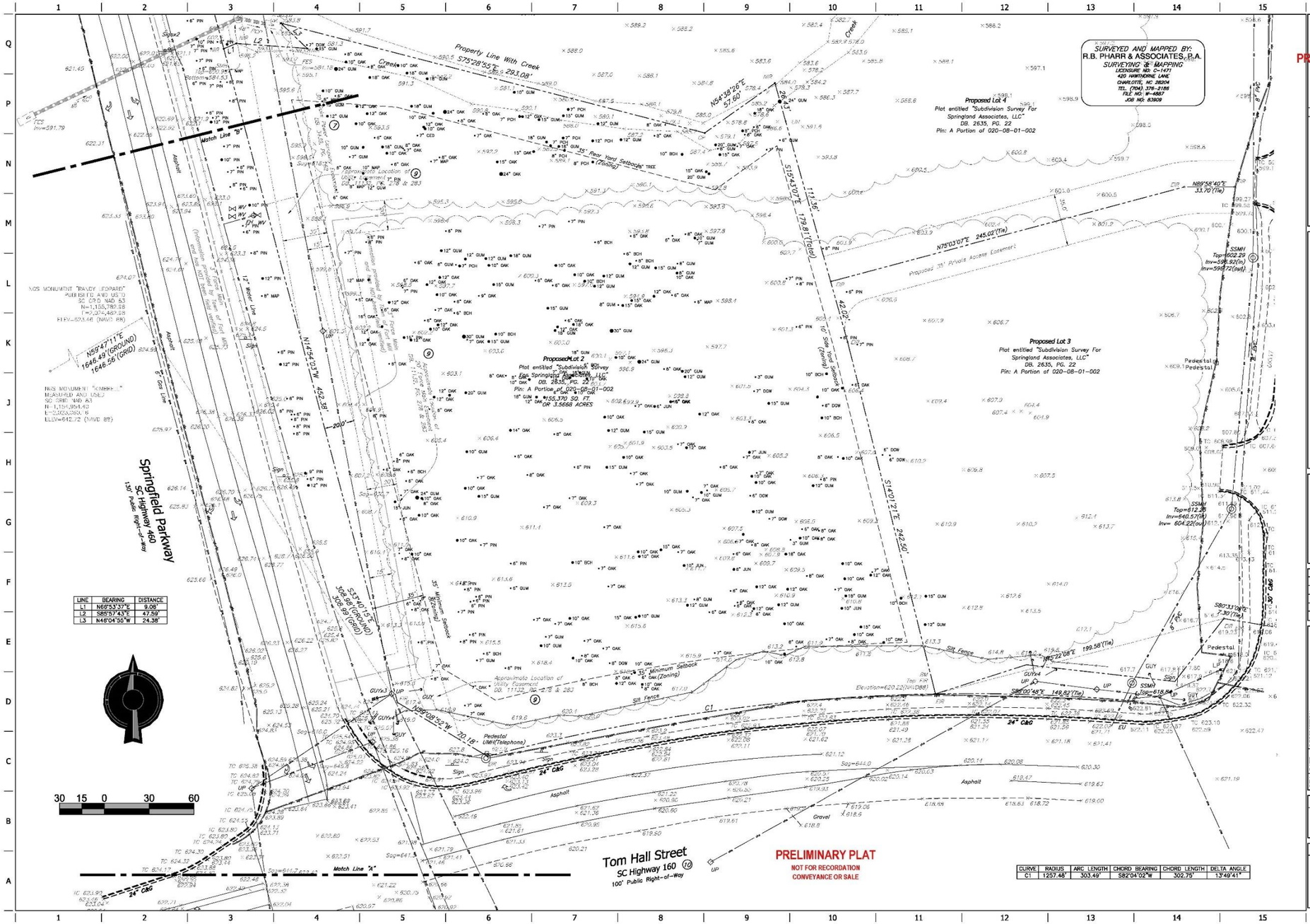
PROTOTYPE: P-85 (11/01/15)
DIVISION: CAROLINAS
VERSION: 001
DESIGNED BY: UDP
DRAWN BY: UDP
REVIEWED BY: TK

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 12.01.15

SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
C110

FILE LOCATION: J:\QuikTrip\15-133 - 1062\Dwg\81-1062 Civil.dwg TAB NAME: Grading - Overall USER: brianmith SAVED: 2/4/2016 7:57 AM PLOTTED: 2/4/2016 9:24 AM



LINE	BEARING	DISTANCE
L1	N68°53'37"E	9.08'
L2	S85°57'43"E	47.59'
L3	N45°04'55"W	24.38'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	1257.48'	303.49'	S82°04'02"W	302.75'	13°49'41"

PRELIMINARY PLAT
NOT FOR RECORDATION OR CONVEYANCE OR SALE

PROJECT NO.: 83909

NO. CD1909

QuikTrip No. 1062

SC Hwy 160 (Tom Hall St) at SC Hwy 460(Springfield Pkwy)
Fort Mill, SC

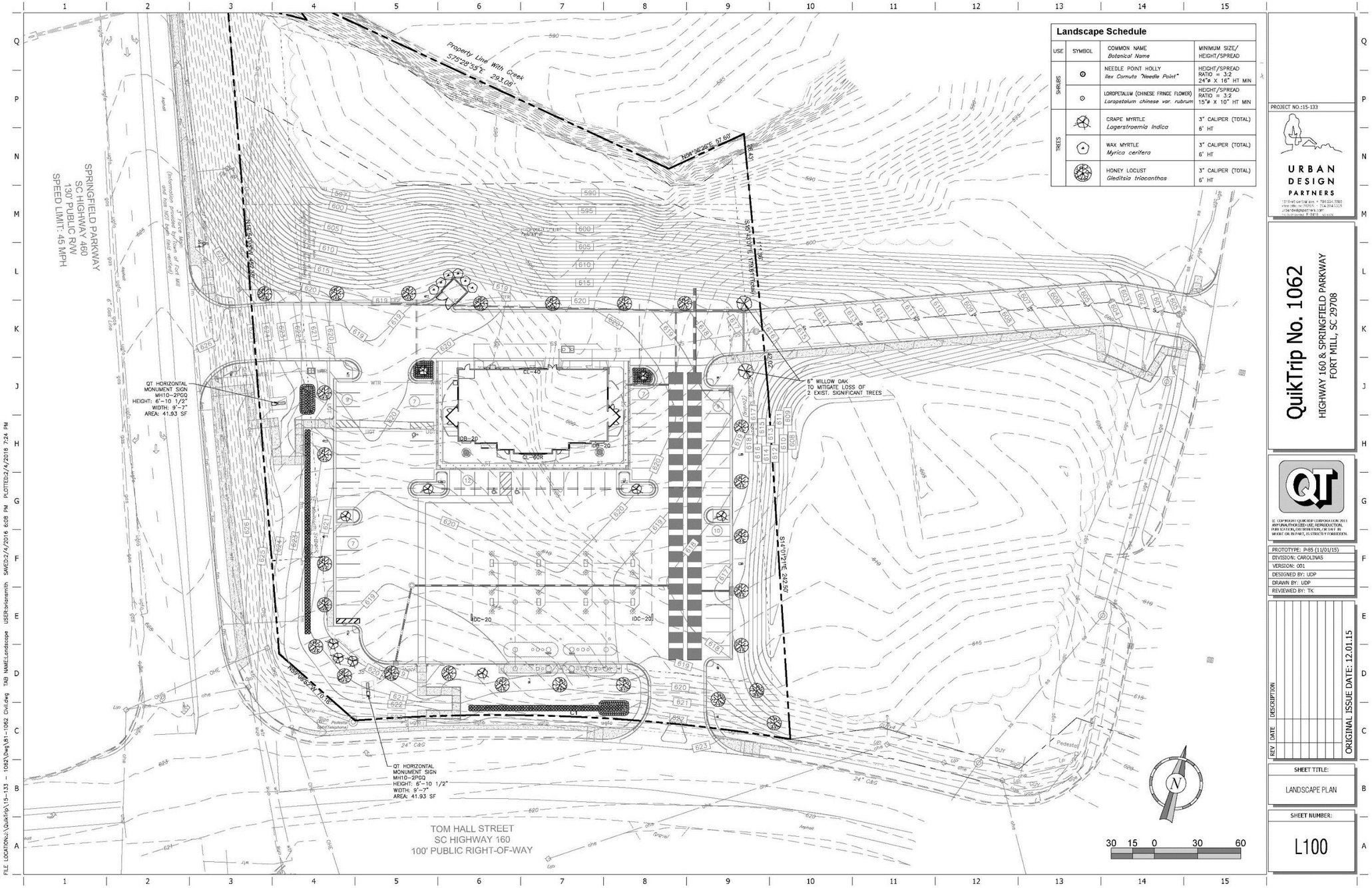
PROTOTYPE: P-74 (2/01/13)
DIVISION:
VERSION: 001
DESIGNED BY: CW
DRAWN BY: CW
REVIEWED BY: JC

REV	DATE	DESCRIPTION
1	1.07.16	Add Additional Topographical Information
2	2.02.16	Add Tree Locations

ORIGINAL ISSUE DATE: October 6, 2015

SHEET TITLE:
SURVEY PLAN

SHEET NUMBER:
C021



QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
1062 Angled Entry w/ Rear Faux Entry	160 HWY & Springfield Parkway	Fort Mill, SC

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
81-1062-BSTI	1/16"=1'-0"	01.18.16	JK	

#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	IN-RESTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	IN-RESTATE BRICK	ATLAS STRUCTURAL BRICK
3	MP-ALUMINUM	APPOLLO	FASCIA
4	QT RED	LANE	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	DARK BRONZE	LANE	METAL/PAINT
7	QT BROWN	SHERWIN WILLIAMS	PAINT
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	MEDIA RADIANT IVORY	DALTILE	PORCELAIN TILE
10	BLACK	ALL COUNTY FABRICS	POLYPRO 95 MESH
11	DH-25	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE

QuikTrip 4705 South 129th East Ave. Tulsa, OK 74134-7008 P.O. Box 3475 Tulsa, OK 74101-3475 (918) 615-7700	Store # 1062 Double Stack 8 Canopy Elevations		Address: 160 HWY & Springfield Parkway		City, State: Fort Mill, SC	
	Serial # 81-1062-GD08	Scale: NTS	Issue Date: 12/04/15	Drawn By: CDC	Rev/Notes:	

#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT BLACK	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BLACK	ALL COURT FABRICS	POLYPRO 90 MESH
4	DARK BRONZE	LANE	METAL/PAINT
5	QC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	HLZ-ALUMINUM	ALPOLIC	CANOPY

Planning Commission Meeting
February 16, 2016
New Business Item

Annexation Request: Talkington Property
An ordinance annexing York County Tax Map Numbers 774-00-00-004 & 774-00-00-005, containing approximately 161 +/- acres on S Dobys Bridge Road

---

Background / Discussion

John P. and Delores M. Talkington, and Justin R. and Jason T. Talkington, the owners of record for York County Tax Map Numbers 774-00-00-004 & 774-00-00-005, have submitted an annexation request for approximately 161 +/- acres located on Dobys Bridge Road. A property map and description are attached for reference.

The subject parcel is located adjacent to the Preserve at River Chase subdivision, which is located inside the town limits (zoned MXU Mixed Use). Therefore, the subject property meets the contiguity requirement as established by state law.

The subject parcel is currently zoned Rural Development District (RUD) per York County GIS. The county's RUD district allows farming and agricultural uses, campgrounds, churches, community centers, daycare centers, kennels, nursing homes, recreational facilities, and schools. A variety of residential uses, including single-family detached residences, single family detached housing developments (one acre per dwelling), modular homes, and manufactured homes, are also permitted.

The applicant has requested a zoning designation of R-5 Residential. The R-5 district allows for single family residences, as well as a limited number of non-residential uses, such as public facilities, religious institutions, and customary home occupations. The minimum lot size is 5,000 sf for single-family dwellings, and 1,500 sf for townhomes. The R-5 district contains a minimum open space requirement of 20%, as well as a project edge buffer of 35' along property lines adjacent to existing residential development. A text amendment adopted in September 2014 placed a density limit of 3 DUA by right, and up to 5 DUA with a development agreement.

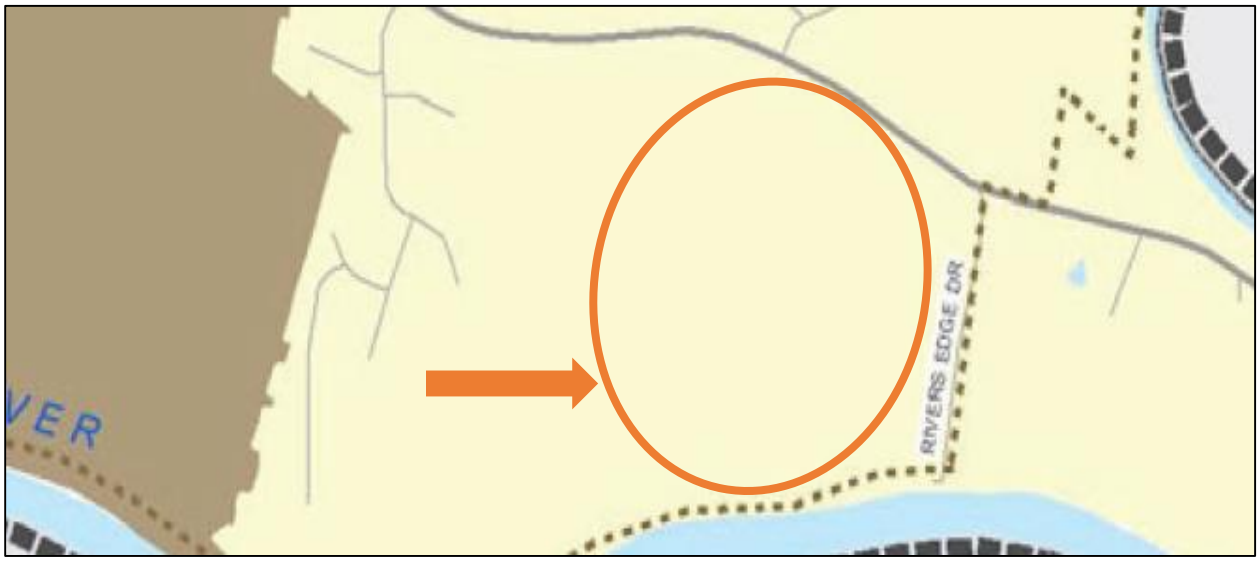
The property is currently under contract for sale to Taylor Morrison of Carolinas, Inc., who is serving as the applicant. Taylor Morrison has stated that its intended use for the property, upon annexation, will be to develop a single-family residential subdivision.

This annexation request was first submitted in the summer/fall of 2014. The original application was withdrawn by the applicant prior to any final action being taken by town council. A second request submitted in July 2015 was put on hold until a traffic impact analysis could be completed.

Recommendation

The property is contiguous to the town limits and is, therefore, eligible for annexation.

The subject property is located within an area that has been designated as "Low-Density Residential" on the Town of Fort Mill's Future Land Use Map, last updated in January 2013. The comprehensive plan identifies "Low Density" as up to 2 dwelling units per acre. As a side note, the comprehensive plan further defines "Medium Density" residential as 3-5 dwelling units per acre. Therefore, there is some ambiguity as to whether a total overall density between 2 and 3 units per acre would be classified as low or medium density. While staff would recommend using 2.5 DUA as the threshold between low and medium density, this would be a policy decision of the town council.



In reviewing the annexation request, staff has identified several items which will warrant additional discussion and evaluation:

Density / Zoning Designation

The applicant has requested a zoning designation of R-5 Residential. The original intent of the R-5 district is to promote medium density residential development, with densities ranging from 3-5 units per acre.

As stated above, the property is located in an area designated as medium density residential development (less than 2 units per acre).

The R-5 zoning district allows a maximum residential density of 3 units per acre (483 units) by right, and up to five units per acre (805 units) with a development agreement.

The developer has proposed a development and concept plan that would limit total density to 324 units, or 2.01 units per acre.

While we believe that a lower density zoning district, such as R-15 or R-25, is most closely aligned with the vision of the comprehensive plan, a development agreement that limits

density to approximately 2 units per acre would be substantially compliant with the recommendations of the plan. However, we would note that the character of R-5 district, which includes smaller lot sizes and setback requirements, would be inconsistent with neighboring subdivisions. For example, the Preserve at River Chase contains approximately 1.27 DUA, while Lynnwood Farms contains less than 1 DUA.

Should council choose to move the request forward with a zoning designation of R-5, staff would strongly recommend in favor of adopting a development agreement that limits the permitted uses and overall density of the project.

Traffic Impact

A traffic impact analysis (TIA) was completed by Kimley-Horn on January 19, 2016. To operate at an acceptable service level, the following improvements were recommended.

2020 Build-out (by Talkington Development)

Doby's Bridge Road and US 521

- Add a southbound right-turn lane on US 521.

Doby's Bridge Road and Lynnwood Farms Drive/Access #1

- Construct an exclusive left-turn lane on Doby's Bridge Road.
- Construct an exclusive right-turn lane on Doby's Bridge Road.
- Construct the northbound (Talkington) approach with an exclusive right-turn lane.

Doby's Bridge Road and Access #2

- Construct an exclusive left-turn lane on Doby's Bridge Road.

2020 Background Conditions (by others):

Doby's Bridge Road and US 521

- Remove east-west split phasing.
- Restripe the eastbound shared left-through lane on Doby's Bridge Road to an exclusive through lane.
- Extend the existing exclusive left-turn lane on Doby's Bridge Road to 350 feet in storage.
- Channelize the exclusive eastbound right-turn lane on Doby's Bridge Road to yield control.
- Add a westbound right-turn lane.

A copy of the TIA was sent to York County and Lancaster County Planning Departments for review and comment. Penelope Karagounis, Planning Director for Lancaster County, supported the findings of the TIA. Allison Love, Transportation Planner for York County, noted that one of the access points to the Talkington property (Access #1, across from Lynnwood Farms Drive) would result in a level of service downgrade from LOS C (2015)

/ LOS D (2020 Background) to LOS F under build-out conditions. This will impact PM peak-hour delays within the existing Lynnwood Farms subdivision. In order to maintain the same level of service at this intersection, Kimley-Horn determined that the total unit count on the Talkington property would need to be limited to 215 homes, which the applicant has stated would make the project financially unfeasible.

Additional comments were received from SCDOT. A copy of these comments is attached to the staff write up.

A full copy of the TIA will be forwarded to members of the Planning Commission for review in advance of the meeting.

Utility Impact

The subject property is located at the very end of the town's water and sewer system. The town engineer has determined that the following improvements, at a minimum, will likely be required to serve the project:

Water

- Developer shall continue the twelve-inch water line from the Preserve at River Chase subdivision along the entire S Dobys Bridge Road frontage of Property.

- The water line shall be placed outside the S Dobys Bridge Road right-of-way at the back edge of the street buffer, as shown in the Concept Plan. A permanent 20' water line easement shall be provided, with a maximum 15' of the easement being located within the street buffer, and a minimum of 5' on the adjacent residential lots.

Sewer

- Developer shall complete one of the following options to extend sewer service to the Property:

    - Developer shall upgrade the existing pump station and force main within the Preserve at River Chase subdivision; or

    - Developer shall install a new pump station and force main on the Property and intercept existing sewer flows from the Preserve at River Chase subdivision.

- Developer shall be required to install any necessary upgrades to the existing White Oak lift station located within the Massey subdivision to accommodate additional sewer flows generated by the Project.

- The existing 12" force main from White Oak may be utilized to serve the Project; provided, however, the Developer shall be responsible for any upgrades to the force main, as well as existing pump stations served by the force main, to ensure the velocity of sewer flows does not exceed acceptable levels as determined by the Town Engineer.

- Pump station upgrades shall be designed based on 500 single-family residential units to accommodate anticipated flows from the parcel(s) donated for public purposes (see Exhibit F).

As with all other projects, any upgrades necessary to serve the project would be borne by the applicant.

Fire Service

The subject property is located more than 5 miles (ordinary driving distance) from the town's main fire station on Tom Hall Street. The town owns property adjacent to Dobys Bridge Park, and currently operates a part time fire station at this location.

The FY 15-16 budget includes funding to convert this property into a full-time fire station; however, council has not made a final decision as to whether to add on to the existing property, or construct a new fire station elsewhere in the corridor. Therefore, there is no immediate timeframe for having a full-time fire station within 5 miles of the Talkington property.

Until a permanent station is completed, the 5 mile distance from the closest full time fire station will likely result in an automatic ISO rating of 10 for future residences constructed within the proposed subdivision.

The development agreement may include timing provisions or phasing requirements to ensure that adequate fire capacity is available prior to construction; however, this is not currently included in the draft agreement.

School Impact

Based on the Fort Mill School District's formula, a new residential development containing 324 new single-family units would be expected to generate approximately 100 new elementary students, 44 middle school students, and 66 high school students. This would result in a net capital impact of $8 million to $9 million.

Impact fee collections ($2,500 per unit) would generate an estimated $810,000 in one-time capital revenues. With a projected value of $350,000 per unit and $35,000 in personal property per residence, the school district's current bond millage (98.2 mills) would yield approximately $512,250 per year at full build out. Combining impact fee revenues and bond millage, it would take 14-16 years to offset the cost of the school impact, assuming no change in millage rates.

Property Donation

The applicant is proposing to donate a 25 +/- acre parcel to the town for future public use. Any limitations on future uses will be negotiated within the development agreement.

At this time, it is anticipated that the property would be used for a park or other public space; however, if council elects to do so, the property may also be transferred or sold to the Fort Mill School District for a future school location.

As we have stated in the past, our primary concern with this project is the impact to existing and future traffic levels on S Dobys Bridge Road. While some of these impacts may be mitigated by off-site improvements, the traffic impact to existing subdivisions (particularly the LOS downgrade at Lynnwood Farms) are of particular concern.

We also have concerns about the town's ability to provide adequate fire service to the property. As stated above, until a second full-time fire station is in operation, this property will be outside the ISO recommended 5 mile radius. This will impact ISO ratings for future residences built within the Talkington tract, and may also adversely impact fire service elsewhere in the town.

Lastly, while the development agreement will limit overall density to approximately 2 units per acre, as recommended in the comprehensive plan, we believe that the R-5 district is better applied in areas designated as medium density, rather than low density.

For these reasons, staff recommends in favor of denial.

Nothing in this report shall be deemed a guarantee that water and/or sewer service/capacity will be available at the time of development. The property shall also be subject to a TIA prior to the approval of a preliminary subdivision plat. Any improvements deemed necessary as a result of the TIA would be the responsibility of the owner/developer.

Joe Cronin
Planning Director
February 12, 2016

SCDOT
South Carolina
Department of Transportation

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

February 8, 2016

Ms. Amy Massey, P.E.
Kimley-Horn and Associates, Inc.
331 East Main Street, Suite 200
Rock Hill, SC 29730

RE: Talkington Development
S-46-36 (Dobys Bridge Road)
York County

Dear Ms. Massey:

Thank you for your recent Traffic Impact Analysis (TIA) for the new residential subdivision development located near the intersection of US 521 (Charlotte Highway) and S-46-36 (Dobys Bridge Road). While we concur in principal with the findings of your study, the turning movements provided do not appear to support the need for a southbound right-turn lane on US 521.

Consideration to the following will be given during the encroachment permit phase:

- The proposed right-turn lane along S-46-36 (Dobys Bridge Road) must be offset.
- The two left-turn lanes along S-46-36 (Dobys Bridge Road) will require that the two accesses meet the ARMS criteria for minimum driveway spacing.
- Modification of the back-to-back left turn lanes along S-46-36 (Dobys Bridge Road) in the area of the school entrance into a two-way left turn lane is recommended (MUTCD Figure 3B-7).

Once you apply for an encroachment permit, all preceding items can be discussed further. Thank you again for the opportunity to review your study. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.

Sincerely,

John M. McCarter, P.E.
District 4 Engineering Administrator

JMM/spm
ecc: Clint Beaver, York Resident Maintenance Engineer
Mike Bagley, Permit Manager
Greg Shaw, District 4 Traffic Engineer
cc: Allison Love, York County Transportation
Joseph M. Cronin, Town of Ft. Mill Planning

File: D4/PO/DDG

Date: July 31, 2015

Dennis Pieper
Town Manager
Town of Fort Mill
PO Box 159
Fort Mill, SC 29716

Re: Request for Annexation

Dear Mr. Pieper:

As the owners of the property indicated below, I/we respectfully request that the Town of Fort Mill annex the property into the Town limits. I/we also request that the property be zoned upon annexation as indicated. Thank you for your consideration.

Property Address: Doby's Bridge Road

Tax Map Number: 774-00-00-004 & 774-00-00-005

Total Acreage: 161 Acres (combined from tax records)

Zoning Designation Requested: R-5 Residential District

Property Owners:

Print Name(s):	Signature(s):
John P. Talkington	John P Talkington
Delores M. Talkington	Delores Talkington
Justin Ryan Talkington	Justin R Talkington
Jason Todd Talkington	Jason Todd Talk

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ORDINANCE NO. 2016-___

AN ORDINANCE ANNEXING YORK COUNTY TAX MAP NUMBERS 774-00-00-004 & 774-00-00-005, CONTAINING APPROXIMATELY 161 +/- ACRES ON S DOBYS BRIDGE ROAD

WHEREAS, a proper petition was submitted to the Fort Mill Town Council on July 31, 2015, by John P. and Delores M. Talkington, and Justin R. and Jason T. Talkington (the "Property Owners"), requesting that York County Tax Map Numbers 774-00-00-004 & 774-00-00-005, which are owned fully by the individuals referenced above, be annexed to and included within the corporate limits of the Town of Fort Mill under the provisions of S.C. Code Section 5-3-150(3); and

WHEREAS, the Planning Commission of the Town of Fort Mill, in a duly called meeting on February 16, 2016, made its recommendation in favor of annexation, and that upon annexation, the aforesaid area be zoned under the Town's Zoning Code, as follows: R-5 Residential; and

WHEREAS, a public hearing was advertised and held at 7:00 pm on March 14, 2016, during a duly called regular meeting of the Town Council of the Town of Fort Mill; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina, as amended, provides that any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete; and

WHEREAS, using the definition of "contiguous" as outlined in S.C. Code Section 5-3-305, the Town Council has determined that the above referenced property is contiguous to property that was previously annexed into the corporate limits of the Town of Fort Mill; and

WHEREAS, the Town Council has determined that annexation would be in the best interest of both the property owners and the Town of Fort Mill;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fort Mill in Council assembled:

SECTION I. Annexation. It is hereby declared by the Town Council of the Town of Fort Mill, in Council assembled, that the incorporated limits of the Town of Fort Mill shall be extended so as to include, annex and make a part of said Town, the described area of territory above referred to, being more or less 161 +/- acres, the same being fully described in Exhibit "A" attached hereto, and contiguous to land already within the Town of Fort Mill. Pursuant to S.C. Code Section 5-3-110, this annexation shall include the whole or any part of any street, roadway, or highway abutting the above referenced property, not exceeding the width thereof, provided such street, roadway or

highway has been accepted for and is under permanent public maintenance by the Town of Fort Mill, York County, or the South Carolina Department of Transportation.

SECTION II. Zoning Classification of Annexed Property. The above-described property, upon annexation into the corporate limits of the Town of Fort Mill, shall be zoned, as follows: R-5 Residential.

SECTION III. Voting District. For the purpose of municipal elections, the above-described property, upon annexation into the incorporated limits of the Town of Fort Mill, shall be assigned to and made a part of Ward Four (4).

SECTION IV. Notification. Notice of the annexation of the above-described area and the inclusion thereof within the incorporated limits of the Town of Fort Mill shall forthwith be filed with the Secretary of State of South Carolina (SCSOS), the South Carolina Department of Public Safety (SCDPS), and the South Carolina Department of Transportation (SCDOT), pursuant to S.C. Code § 5-3-90(E).

SECTION V. Severability. If any section, subsection, or clause of this resolution shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION VI. Effective Date. This ordinance shall be effective from and after the date of adoption.

SIGNED AND SEALED this _____ day of _____, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the _____ day of _____, 2016.

First Reading:
Public Hearing:
Second Reading:

TOWN OF FORT MILL

_____
Guynn H. Savage, Mayor

LEGAL REVIEW

_____
Barron B. Mack, Jr, Town Attorney

ATTEST

_____
Virginia C. Burgess, Town Clerk

EXHIBIT A

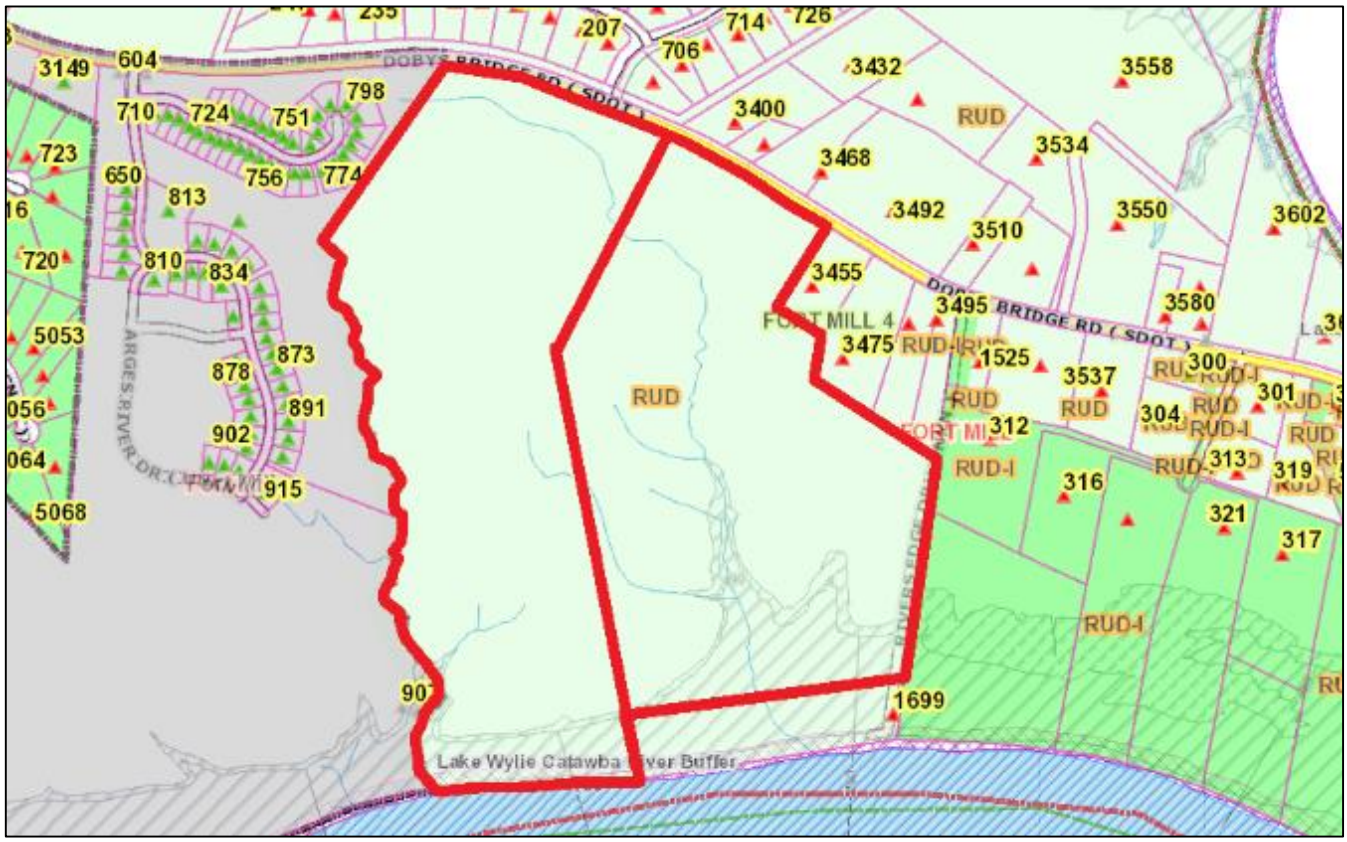
Property Description

All those certain pieces, parcels or tracts of land lying, being and situate in Fort Mill Township, County of York, State of South Carolina, containing 161 +/- acres, more or less, containing all the property shown in the map attached as Exhibit B, and being more particularly described as York County Tax Map Numbers 774-00-00-004 & 774-00-00-005.

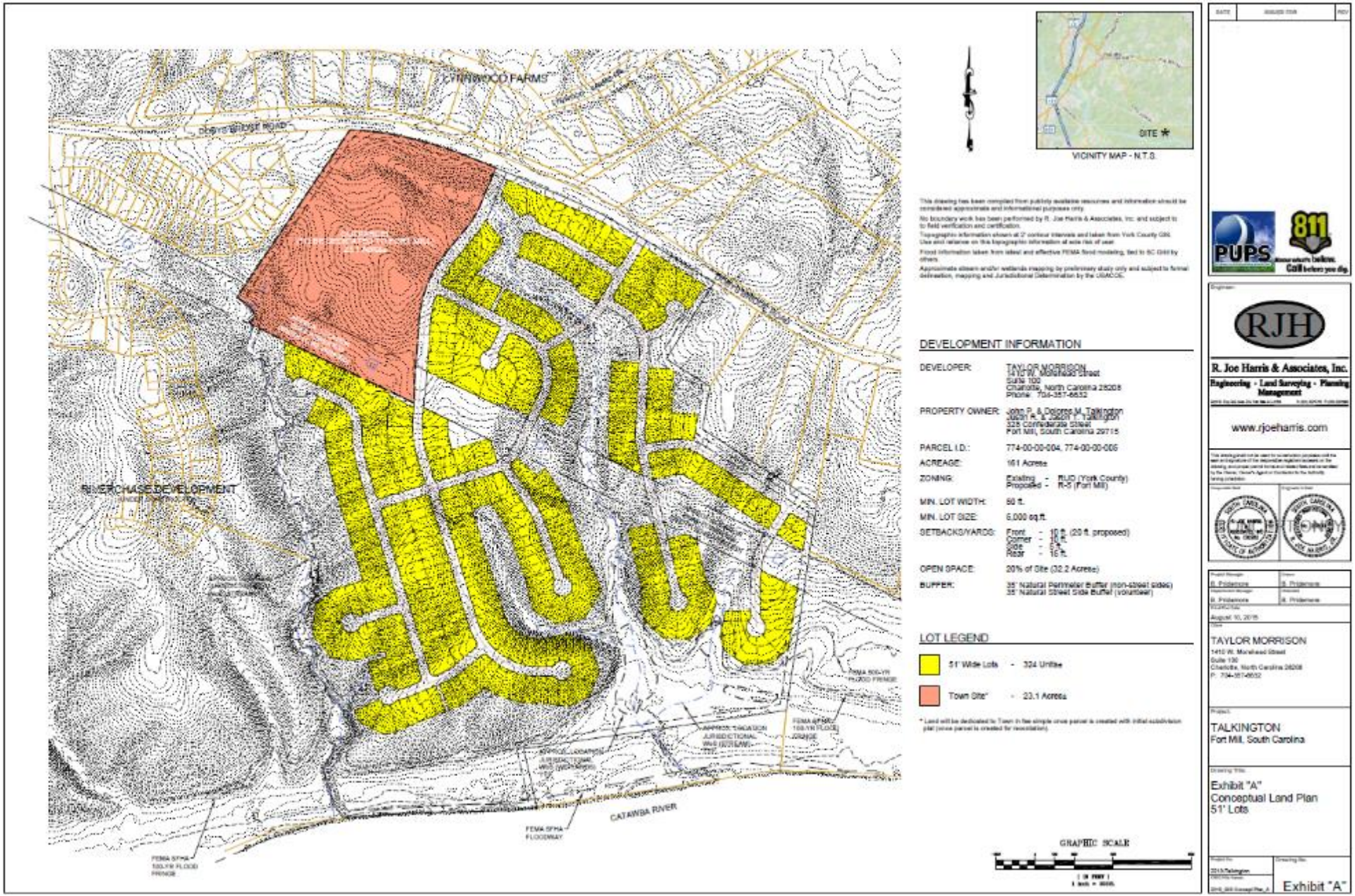
Pursuant to S.C. Code Section 5-3-110, this annexation shall include the whole or any part of any street, roadway, or highway abutting the above referenced property, not exceeding the width thereof, provided such street, roadway or highway has been accepted for and is under permanent public maintenance by the Town of Fort Mill, York County, or the South Carolina Department of Transportation.

EXHIBIT B

Property Map
York County Tax Map # 774-00-00-004 & 774-00-00-005



Concept Plan



DRAFT DEVELOPMENT AGREEMENT & ORDINANCE

STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2016-___

AN ORDINANCE AUTHORIZING THE ENTRY BY THE TOWN OF FORT MILL INTO A DEVELOPMENT AGREEMENT WITH TAYLOR MORRISON OF CAROLINAS, INC. FOR PROPERTY LOCATED AT YORK COUNTY TAX MAP NUMBERS 7740000004 AND 7740000005, SUCH PARCELS CONTAINING APPROXIMATELY 161 +/- ACRES LOCATED ON S DOBYS BRIDGE ROAD; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings of Fact. As an incident to the adoption of this Ordinance, the Town Council (the "Town Council") of the Town of Fort Mill, South Carolina (the "Town"), has made the following findings:

(A) The Town is authorized pursuant to the provisions of the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 through 6-31-160, inclusive, of the Code of Laws of South Carolina, 1976, as amended (herein and as codified, the "Act"), to enter into development agreements with developers (as defined in the Act) to promote comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

(B) The Town has engaged in negotiations with Taylor Morrison of Carolinas, Inc., a North Carolina corporation (the "Developer"), with respect to the terms of the development agreement attached hereto as Exhibit A (the "Agreement"), and has reached an agreement with the Developer on the matters set forth in the Agreement. The Property (as defined in the Agreement) is currently owned by John P. Talkington, Delores M. Talkington, Jason T. Talkington and Justin R. Talkington (the "Property Owners") and is under a Contract for Sale to the Developer. The Property has by ordinance adopted on_____ (Ordinance No._____) been annexed into the Town by agreement of 100% of the Property Owners thereof pursuant to Section 5-3-150, Code of Laws of South Carolina, 1976, as amended.

(C) After due investigation, the Town Council has determined that it is in the best interests of the Town to approve the Agreement and authorize its execution and delivery.

(D) The Town Council has made a finding that the development of the Property as proposed in the Concept Plan, as defined in the Agreement, is consistent with the Town's comprehensive plan and land development regulations in effect as of the date hereof.

(E) The Town Council has determined that all conditions precedent to the execution and delivery of the Agreement shall, upon the final reading of this Ordinance (herein, "Ordinance"), have been met. Two public hearings, as required by Section 6-31-50 of the Act, have been duly noted and held.

(F) The Town Council is adopting this Ordinance in order to:

(1) approve the entry by the Town into the Agreement; and

(2) authorize the execution and delivery of the Agreement on behalf of the Town.

ARTICLE II

THE AGREEMENT

Section 2.1 Authorization of Agreement. The Town Council hereby authorizes the entry by the Town into the Agreement in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2.2 Execution and Delivery of Agreement. The Town Council authorizes the Mayor of the Town to execute and deliver the Agreement to the Developer. The Town Clerk is authorized to affix, emboss, or otherwise reproduce the seal of the Town to the Agreement and attest the same.

Section 2.3 Effective Date: This ordinance shall be effective from and after the date that the Property Owners transfer the above-described property to the Developer through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within sixty (60) days from the date of adoption, this ordinance shall be of no force or effect.

Section 2.4 Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SIGNED AND SEALED this _____ day of _____, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the _____ day of _____, 2016.

First Reading:
Public Hearing #1:
Public Hearing #2:
Second Reading:

TOWN OF FORT MILL

_____
Guynn H. Savage, Mayor

LEGAL REVIEW

_____
Barron B. Mack, Jr, Town Attorney

ATTEST

_____
Virginia C. Burgess, Town Clerk

EXHIBIT A TO ORDINANCE

Development Agreement by and Between Taylor Morrison of Carolinas, Inc. and the Town of Fort Mill

STATE OF SOUTH CAROLINA)
) RESIDENTIAL DEVELOPMENT AGREEMENT
COUNTY OF YORK)

This Development Agreement ("Agreement") is made and entered this _____ day of _____ 2016 (the "Effective Date"), by and between Taylor Morrison of Carolinas, Inc., a North Carolina corporation ("Developer"), and the governmental authority of the Town of Fort Mill, South Carolina ("Fort Mill" or "Town").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act" (the "Act"), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act recognizes that "[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning."; and

WHEREAS, Section 6-31-10(B)(6) of the Act also states that "[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State."; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter into Development Agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development for this Property (as hereinafter defined) proposed by Developer over the next five (5) years or as extended as provided herein is consistent with the Town's comprehensive land use plan and will further the health, safety, welfare and economic wellbeing of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an opportunity for the Town to secure quality planning and growth, protection of the environment, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Agreement is being made and entered into between Developer and Fort Mill, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its approved Concept Plan (as hereinafter defined) without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its Concept Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Fort Mill and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Fort Mill and Developer hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

"Code of Ordinances" means the Code of Ordinances for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer's office.

"Concept Plan" means that certain document titled "Sketch Plan" (Exhibit B hereto), incidental to the Town's zoning of the Property to R-5 Residential (Exhibit C hereto).

"Developer" means Owner and all successors in title or lessees of the Owner who undertake development of the Property or who are transferred Development Rights and Obligations. For avoidance of any doubt, this Agreement shall run with the land of the Property.

"Development Rights and Obligations" means the rights, obligations, benefits and approvals of the Owner or Developer(s) under this Agreement.

"Owner" means Taylor Morrison of Carolinas, Inc., a North Carolina corporation, or its successors in title.

"Owners Association" means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the Town for perpetual ownership and maintenance, to include but not be limited to: private roads and alleyways, common areas, neighborhood parks and recreational facilities, and storm water management systems.

"Project" means the residential development project envisioned by the Concept Plan and approved by the Town pursuant to, and in compliance with, the Zoning Ordinance and the Code of Ordinances.

"Property" means that tract of land described on Exhibit D.

"Term" means the duration of this Agreement as set forth in Section III hereof.

"Zoning Ordinance" means the Zoning Ordinance for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer's office.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner, and shall terminate upon completion of development of the Property or five years from the date that Owner acquires title to the Property, whichever event first occurs. It is expected that the Project will take up to ten years to complete. In order to fully realize the benefits

accruing to Town and Developer recited in this Agreement, if the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement at the conclusion of a five year term, the termination date of this Agreement shall be extended by written approval of both the Town and Owner for an additional five-year term. Thereafter, the Town and Owner may by written approval further extend the term for a total of two successive five-year terms so long as the Developer is not in default at the conclusion of each successive five-year term.

IV. DEVELOPMENT OF THE PROPERTY.

Except as otherwise set forth in this Agreement, the Property shall be developed in accordance with the Zoning Ordinance, the Code of Ordinances, and other applicable land development regulations required by the Town, State, and/or Federal Government, and this Agreement. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the expeditious and efficient processing of reviews as contemplated by the Zoning Ordinance and Code of Ordinances. The Town shall review applications for development approval based on the residential development standards adopted as a part of the Zoning Ordinance and Code of Ordinances. Developer will establish, through covenants running with the land, requirements for architectural elements and architectural style for the Project that will be enforced by Developer and Owners Association. Town shall promptly approve any and all subdivision plats for all phases of the Project that are consistent with the Concept Plan and to be recorded in the public registry upon presentment of the same to the Town

V. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.

Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Zoning Ordinance, agree to be bound by the following:

The Owner shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property without the consent of the Town, provided that the Owner shall notify the Town, in writing, as and when Development Rights and Obligations are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. A

Developer transferring Development Rights and Obligations to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights and Obligations hereunder shall be required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it.

The Developer and any Owner agree that the Project will be served by public potable water and sewer, subject to the terms as provided in Article IX, prior to occupancy.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as Exhibit E. Pursuant to the Act, the failure of the Developer and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the Owner's and Developer's good faith efforts made to attain compliance with the development schedule and/or any failure of Town to comply with this Agreement. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is a reasonable cause to modify those dates, those dates must be modified by the Town. A major modification of the agreement may occur only after public notice and a public hearing by the Town. Town shall work in good faith with Developer, its contractors, and any and all applicable governmental departments, agencies, and authorities to facilitate the expeditious development of the Project.

VII. USES AND DENSITY.

Development on the property shall be limited to the following:

Up to three hundred and twenty-four (324) detached, single family residential dwellings that are materially consistent with the densities shown on the Concept Plan. Dwelling units shall be restricted to the height set forth in the R-5 Residential Zoning category. Owners Association dedications, common amenities and facilities for residents, and other customary associated uses shall also be permitted.

Land used for public facilities, and such uses accessory thereto, shall be limited to those uses specified in Exhibit F.

Town shall promptly approve and/or execute, as applicable, any and all documentation necessary to obtain building permits for residential dwellings to be constructed within the Project as shown on the Concept Plan.

VIII. EFFECT OF FUTURE LAWS.

Developer and any Owner shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Zoning Ordinance in existence as of the Effective Date, as they may be modified in the future pursuant to the terms hereof, and this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the Town ordinances, including the Code of Ordinances or the Zoning Ordinance, which conflict with this Agreement shall apply to the Property only if required by the Act, or otherwise agreed to in writing by the parties. The parties specifically acknowledge that building moratoria enacted by the Town during the term of this Agreement shall not apply to the Project except as may be required by the Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, including but not limited to impact fees and stormwater utility fees (so long as such development impact fees and stormwater utility fees are applied consistently and in the same manner to all similarly-situated property within the Town limits), or of any law or ordinance of general application throughout the Town found by the Fort Mill Town Council to be necessary to protect the health, safety and welfare of the citizens of Fort Mill. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property that do not conflict with this Agreement.

IX. INFRASTRUCTURE AND SERVICES.

Fort Mill and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Potable Water. Potable water will be supplied to the Property by the Town. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per Town specifications which will be maintained

by it or the provider. Without limiting the foregoing, Developer shall perform the work described on Exhibit H attached hereto and incorporated herein by this reference. Town shall promptly issue, as often and as long as necessary, any and all required consents, approvals, confirmations, and/or responses, as needed, to grant and/or extend water permits for the Property any other applicable governmental authorities. The Developer shall be responsible for maintaining all related water infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town (which final inspection and acceptance shall not be unreasonably withheld, conditioned, or delayed), the Developer shall provide a one-year warranty period for all water infrastructure constructed to serve the Project. In addition to the foregoing one-year warranty, the Developer and/or assigns shall also provide a limited extended warranty that covers only defective materials and/or equipment and not normal wear and tear of such materials and/or equipment or any other aspects of such work for a period ending on the earlier of (i) the date that certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots within the Project, (ii) the date that all public roads within the Project have been accepted by the Town, or (iii) the date that all common open space within the Project has been turned over to the applicable homeowners association. Developer shall be responsible for paying all water capacity fee/hookup charges

The Property shall be subject to all current and future water connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future water connection/capacity fees (so long as such development capacity fees are applied consistently and in the same manner to all similarly-situated property within the Town limits).

Notwithstanding the provisions referenced above, nothing in this agreement shall preclude the Town and Owner/Developer from entering into a separate utility agreement for cost-sharing of water transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

B. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Town. Developer will construct or cause to be constructed at Developer's cost all related

infrastructure improvements to, from, and within the Property per Town specifications. Without limiting the foregoing, Developer shall perform the work described on Exhibit H attached hereto and incorporated herein by this reference. Town shall promptly issue, as often and as long as necessary, any and all flow letters and required consents, approvals, confirmations, and/or responses, as needed, to grant and/or extend sewer permits for the Property with the South Carolina Department of Health and Environmental Control (SCDHEC) or any other applicable governmental authority. The Developer shall be responsible for maintaining all related sewer infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town (which final inspection and acceptance shall not be unreasonably withheld, conditioned, or delayed), the Developer shall provide a one-year warranty period for all sewer infrastructure constructed to serve the Project. In addition to the foregoing one-year warranty, the Developer and/or assigns shall also provide a limited extended warranty that covers only defective materials and/or equipment and not normal wear and tear of such materials and/or equipment or any other aspects of such work for a period ending on the earlier of (i) the date that certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots within the Project, (ii) the date that all public roads within the Project have been accepted by the Town, or (iii) the date that all common open space within the Project has been turned over to the applicable homeowners association. Treatment capacity at the Town's municipal wastewater treatment plant will not be reserved until a sewer system construction permit has been issued for the Project by the South Carolina Department of Health and Environmental Control (SCDHEC).

The Property shall be subject to all current and future sewer connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future sewer connection/capacity fees (so long as such development capacity fees are applied consistently and in the same manner to all similarly-situated property within the Town limits).

Notwithstanding the provisions referenced above, nothing in this agreement shall preclude the Town and Owner/Developer from entering into a separate utility agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to both parties.

Nothing herein shall be construed as precluding the Town from providing sewage treatment to its residents in accordance with applicable provisions of laws.

C. Private Roads. All roads within the Project shall be public roads. Private alleys may be allowed in limited circumstances, provided such alleys are constructed to Town standards, are approved by the Fort Mill Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private Owners Association.

D. Public Roads and Traffic Impact. All public roads within the Project shall be constructed to Town specifications as of the Effective Date; provided, however, Developer shall have the option, in its sole discretion, to construct any such public roads within the Project to the enhanced specifications outlined in Exhibit I. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the Fort Mill Planning Commission as part of the subdivision platting process; provided that plat approval shall not be unreasonably withheld, conditioned, or delayed by the Fort Mill Planning Commission for any such subdivision plats that are materially consistent with the site plan of the Project shown on the Concept Plan. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the Town for public ownership and maintenance. The Town shall not accept such roads for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots. Upon final inspection and acceptance by the Town (which final inspection and acceptance shall not be unreasonably withheld, conditioned, or delayed), the Developer shall provide a one-year warranty period for all public roads within the Project.

Developer recognizes the potential impact on the public roadways resulting from the Project. A traffic impact analysis was performed by the Developer, as required by the Zoning Ordinance, and the Developer shall be responsible for all improvements deemed necessary by the traffic impact analysis, except for the north bound turn lane onto Highway 521 from Cross Creek Shopping Center. No further traffic impact analysis will be required for individual development applications that are submitted in conformity with the Zoning Ordinance; provided, however, that both the Town and the Developer acknowledge that the traffic impact analysis did not include anticipated future development on the parcel which will be donated by the Developer to the Town for a future public purpose. The public sector entity which develops the donated parcel for an allowable public use, as defined in Exhibit F, shall be responsible for completing a supplemental

traffic impact analysis, and shall install such improvements as may be deemed warranted by such analysis.

E. Storm Drainage System. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Zoning Ordinance and Chapter 16 of the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed to Town specifications by the Developer and dedicated to the Town. The Town shall not accept such drainage system structural improvements for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots. Upon final inspection and acceptance by the Town (which final inspection and acceptance shall not be unreasonably withheld, conditioned, or delayed), the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate.

F. Solid Waste and Recycling Collection. The Town shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Fire Services. The Town shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the Town.

I. Emergency Medical Services. Such services to the Property are now provided by York County through a contract with a private provider. The Town shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

J. School Services. Such services are now provided by the Fort Mill School District (the "School District"). Developer shall be responsible paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy (so long as such impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits). The Town shall not be obligated to provide school services to the Property, absent its election to provide such services on a town-wide basis.

K. Private Utility Services. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the property shall be located underground, and shall be placed in locations approved by the Town so as to reduce or eliminate potential conflicts within utility rights-of-way.

L. Streetlights. Developer shall install or cause to be installed streetlights within the Project. To the extent that the Town provides the same benefit to other neighborhoods, the Town shall contribute toward the monthly cost for each streetlight. The remaining monthly cost for each streetlight, if any, shall be borne by the Developer and/or Owners Association.

M. Parks and Open Spaces. As identified in the Concept Plan shown in Exhibit B, certain parcels within the Project will be owned and maintained by the Developer/Owners Association as private parks, amenities and open space. In addition, certain lands identified in Exhibit F will be dedicated to the town for one of more public uses, as defined in Exhibit F, which may include, but are not limited to, parks and recreational facilities. The developer also agrees to donate an easement along the Catawba River for future extension of, and public access to, a regional greenway system.

N. Civic & Public Space. Any properties designated for "Civic Use" or "Public Use" in the Concept Plan shown in Exhibit B shall be retained in civic and/or public use in perpetuity.

O. Easements. Owner/Developer shall be responsible for obtaining, at Owner/Developer's cost, all easements, access rights, or other instruments that will enable the Owner/Developer to tie into current or future water and sewer infrastructure on adjacent properties.

P. Sidewalks. Developer will construct, or cause to be constructed, sidewalks along both sides of each residential street within the Project (as required by the R-5 Residential district, and along the Project's frontage on S. Dobys Bridge Road. Sidewalks shall be stubbed out to neighboring property lines so as to facilitate future pedestrian connectivity. All sidewalks shall be a minimum of five (5) feet in width and constructed to Town of Fort Mill and South Carolina Department of Transportation (SCDOT) specifications.

Q. Buffer Areas. Developer shall install, or cause to be installed, a buffer along the Project's frontage on S. Dobys Bridge Road, so as to shield the back yards of residential units from adjacent rights-of-way. At the Developer's option, the required buffer may be provided in the following forms:

1. A natural wooded buffer (minimum twenty (20) feet in width measured perpendicular to the street right-of-way). If a natural buffer is provided, additional low-lying shrubs a minimum of two (2) feet in height shall be provided for additional screening;

2. A planted buffer (minimum twenty (20) feet in width measured perpendicular to the street right-of-way), to include hardwood trees no less than six (6) feet in height planted every ten (10) linear feet, evergreens (such as Leyland Cypress) no less than six (6) feet in height planted every eight (8) linear feet, and shrubs a minimum of two (2) feet in height;

3. An opaque brick or stone wall with a minimum height of six (6) feet; or

4. Any combination of the three options listed above.

The buffer area shall be located on a separately platted parcel owned and maintained by the Owners Association. A buffer plan shall be submitted for review and approval by the Fort Mill Planning Commission as part of the subdivision platting process.

R. Developer Contribution. As an additional incentive and benefit to the Town to enter into this Development Agreement; the Developer (its successors and assigns) agrees to make a contribution to the Town in the amount of Eighty-One Thousand and No/100ths Dollars ($81,000.00). This contribution shall be payable at the rate of $250.00 per home at the time that a building permit is issued by the Town for each home to be built within the Property. The Developer warrants that this contribution has been offered to the Town voluntarily, and should the Town adopt development impact fees in the future, as allowed pursuant to the terms of this Agreement (see Section X. Impact Fees), the Developer (or its successors and assigns) shall not seek, and shall not be entitled to, any reduction or waiver in any impact fees due to the Town **[TO BE CONFIRMED].**

X. IMPACT FEES.

The Property shall be subject to all current and future development impact fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits) for any reason, including the fact that such

portions of the Property may be or have been developed as senior housing (it being agreed that there is no obligation of Owner or any Developer to construct senior housing). For the purpose of this Agreement, the term "development impact fees" shall include, but not be limited to, the meaning ascribed to such term in the South Carolina Development Impact Fee Act, Sections 6-1-910, et seq., of the South Carolina Code of Laws (1976), as amended. The School District is hereby deemed a third-party beneficiary of this Section and may enforce the provisions hereof.

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town and Developer recognize that development can have negative as well as positive impacts. Specifically, Fort Mill considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal and state laws and regulations for the handling of storm water.

XII. COMPLIANCE REVIEWS.

Developer, or its assigns, shall meet with the Town, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Developer and Town must each demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year and the number anticipated to be issued in the ensuing year, and Development Rights and Obligations transferred in the prior year and anticipated to be transferred in the ensuing year. The Town shall be required to the keep the Developer and any Owners apprised of any changes to the Code of Ordinances and/or Zoning Ordinance that are mandated by the Act.

XIII. DEFAULTS.

The failure of the Developer and any Owner to comply with the terms of this Agreement and cure the same within thirty (30) days after written notice thereof from Town shall constitute a default, entitling the Town to pursue such remedies as deemed appropriate, including specific

performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the Town absent its according the Developer and any Owner any additional notice and opportunity to cure afforded by the Act.

The failure of the Town to comply with the terms of this Agreement and cure the same within thirty (30) days after written notice thereof from Developer and any Owner shall constitute a default, entitling the Developer and any Owner to pursue such remedies as deemed appropriate, including specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the Developer and Owners absent its according the Town any additional notice and opportunity to cure afforded by the Act.

XIV. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act. The size of the Property may be increased by written approval of the Town.

XV. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5^{th}) business day after the deposit thereof in the United States Mail, postage prepaid, registered or

certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Fort Mill
P.O. Box 159
Fort Mill, SC 29716
Attention: Town Manager

And to the Developer at: Taylor Morrison of Carolinas, Inc.
1410 W. Morehead Street, Suite 100
Charlotte, NC 28208
Attention: Kevin J. Granelli and Alan Kerley

XVI. GENERAL.

Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owner and Developer and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

that this Agreement is in full force and effect,

that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. Other than Development Rights and Obligations as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer(s) or the Town are assignable to any other person, firm, corporation or entity.

Binding Effect. The parties hereto agree that this agreement shall be binding upon their respective successors and/or assigns.

Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder, unless specified in this Agreement.

XVII. STATEMENT OF REQUIRED PROVISIONS.

Specific Statements. Section 6-31-60(A) of the Act requires that a development agreement include specific mandatory provisions. Certain of these items are addressed elsewhere in this Agreement. The following listing of required provisions supplements those previously provided and completes the mandatory provisions:

Legal Owners of Property. The present legal owners of the Property are set forth in Exhibit G hereto.

Development Uses Permitted on the Property. The Property shall be permitted for development and sale of single family residences; Owners Association dedications, common amenities and facilities for its residents, and other customary associated uses. Residential development shall consist of no more than three hundred and twenty-four (324), detached, single family homes. The exterior of the homes will also feature brick, stone, and/or fiber cement siding as the predominant building material. Vinyl siding shall not be permitted as the predominant exterior building material; provided, however, vinyl soffits, fascia and trim shall be permitted. Land used for public facilities, and such uses accessory thereto, shall be limited to those uses set forth in Exhibit F hereto.

Donation of Land for Public Purpose. Exhibit F hereto provides a detailed description of the land donated for public purpose.

Description of Local Development Permits Needed. The development shall be pursuant to the Zoning Ordinance and Code of Ordinances. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and

temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Pursuant to Chapter 32 of the Code of Ordinances, approval from the Fort Mill Planning Commission shall be required for all sketch plans, preliminary plats, and final plats, unless such plan or plat meets the requirements for administrative review and approval. Notwithstanding the foregoing, the Town acknowledges that Planning Commission and/or administrative approval of plats shall not be unreasonably withheld, conditioned, or delayed for any such subdivision plats that are materially consistent with the site plan of the Project shown on the Concept Plan, and provided the total number of single-family residential units does not exceed three hundred and twenty-four (324). It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

OWNER:

WITNESSES:

TAYLOR MORRISON OF CAROLINAS, INC., a North Carolina corporation

_____
Name:

By: _____
Name: _____
Title: _____

_____
Name:

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF YORK)

The foregoing instrument was acknowledged before me this _____day of _____, 2016 by ____ _____, as _____ of Taylor Morrison of Carolinas, Inc., a North Carolina corporation. He personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires:_____

[TOWN SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

TOWN:

WITNESSES:

TOWN OF FORT MILL

_____
Name:

By: _____
Name: _____
Title: _____

_____
Name:

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF YORK)

The foregoing instrument was acknowledged before me this _____day of_____, 2016 by _____, the _____ of the Town of Fort Mill. He personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

[END TOWN SIGNATURE PAGES – EXHIBITS FOLLOW]

EXHIBIT A

South Carolina Local Government Development Agreement Act
as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

Title 6 – Local Government – Provisions Applicable to Special Purpose Districts and Other Political Subdivisions

CHAPTER 31.
SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT

SECTION 6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public

safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

© This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-20. Definitions.

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.

(6) “Land development regulations” means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) “Laws” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) “Property” means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) “Local government” means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) “Local planning commission” means any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) “Person” means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) “Public facilities” means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 3.

SECTION 6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-40. Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.

A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 4.

SECTION 6-31-50. Public hearings; notice and publication.

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-80. Law in effect at time of agreement governs development; exceptions.

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

(2) they are essential to the public health, safety, or welfare and the laws expressly state that they apply to a development that is subject to a development agreement;

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination; or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the

property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

(2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-120. Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-130. Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-140. Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.

(A) The provisions of this act are not intended nor may they be construed in any way to alter or

amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-145. Applicability to local government of constitutional and statutory procedures for approval of debt.

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-150. Invalidity of all or part of Section 6-31-140 invalidates chapter.

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-160. Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

HISTORY: 1993 Act No. 150, Section 1.

EXHIBIT B

Concept Plan

[to be attached]

EXHIBIT C

R-5 Zoning Classification

Sec. 23. – R-5 Residential district.

1. *Purpose of district:* It is the intent of this section that the R-5 residential zoning district be developed and reserved for medium density single-family residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable and healthy residential environment, while allowing for flexibility in design standards, a variety in housing options, and enhanced protection for natural and environmental resources.

2. *Permitted uses:* The following uses shall be permitted in the R-5 zoning district:

    a. Single-family detached residential dwellings

    b. Publicly owned building, facility, or land;

    c. Private uses which are customarily associated with residential development, including:

        1. Clubhouses and activity centers

        2. Pools and poolhouses

        3. Off-street parking facilities

        4. Other amenities related to recreation and/or resident activities

    d. Accessory use in compliance with the provisions of article I, section 7, subsection G;

    e. Customary home occupations established under the regulations in article I, section 7, subsection F;

    f. Religious institutions.

3. *Conditional uses:* The following uses shall be permitted in any R-5 zoning district on a conditional basis:

    a. Public utility substation or subinstallation, including water towers; provided that:

        1. Such use is enclosed by a fence or wall at least six feet in height above finish grade, or by some other screening material deemed appropriate as part of the appearance review process.

2. There is neither office nor commercial operation nor storage of vehicles or equipment on the premises, and

3. A landscaped strip not less than ten feet in width is planted and suitably maintained around the facility;

b. Temporary use in compliance with the provisions of article VI, section 4;

c. Daycare facilities or pre-school nursery, provided that any such facility must be licensed or registered by the appropriate state agency.

4. *Other requirements:* Unless otherwise specified elsewhere in this ordinance, uses permitted in R-5 districts shall be required to conform to the following standards:

a. Maximum density for new residential subdivisions:

1. The maximum gross residential density for new residential subdivisions within the R-5 district shall be three (3) dwelling units per acre.

2. Notwithstanding the preceding paragraph, the town council may authorize a maximum gross residential density of up to five (5) dwelling units per acre by entering into a development agreement with an applicant, based upon terms that are mutually agreeable to both the town and the applicant, consistent with Section 6-31-10 et seq of the South Carolina Code of Laws, 1976, as amended.

3. For the purpose of this section, "gross residential density" shall be defined as the total number of residential units divided by the total acreage of land within the development.

b. Minimum lot area: 5,000 square feet; provided, however, that the minimum lot area may be reduced up to 20% for any single-family detached residential lot with rear alley loaded access.

c. Minimum lot width, measured at the building line: 50 feet; provided, however, that the minimum lot width may be reduced up to 20% for any single-family detached residential lot with rear alley loaded access.

d. Minimum front yard depth, measured from the nearest street right-of-way line:

1. For single-family residential dwellings, the minimum front yard setback shall be 10 feet.

2. For all other permitted uses within the R-5 district, the minimum front yard setback shall be 20 feet.

3. Awnings, steps, porches, balconies and eaves may encroach up to 5' into the required front yard setback area, where provided.

4. For exceptions to this requirement, See article I, section 7, subsection E.

5. Line of sight guidelines shall apply for all corner lots and may result in a larger front yard setback.

e. Minimum side yard:

1. For single-family residential dwellings, the minimum side yard setback shall be 5 feet.

2. For all other permitted uses within the R-5 district, the minimum side yard setback shall be 10 feet.

3. For side yard requirements pertaining to corner lots, see article I, section 7, subsection C.

4. Awnings, steps, eaves, concrete or paver patios, and HVAC equipment may encroach up to 50% into the required side yard setback area.

5. Line of sight guidelines shall apply for all corner lots and may result in a larger side yard setback.

6. The minimum side yard setback for all accessory uses within the R-5 zoning district shall be 5 feet.

f. Minimum rear yard:

1. For single-family residential dwellings, the minimum rear yard setback shall be 15 feet.

2. For all other permitted uses within the R-5 district, the minimum rear yard setback shall be 20 feet.

3. For rear yard requirements pertaining to dual frontage lots, see article I, section 7, subsection D. For the purpose of this section, a private alley shall not be considered a road frontage.

4. Awnings, steps, eaves, concrete or paver patios, porches, balconies and HVAC equipment may encroach up to 5' into the required rear yard setback area.

5. The minimum rear yard setback for all accessory uses within the R-5 zoning district shall be 5 feet.

6. Line of sight guidelines shall apply for all corner lots and may result in a larger rear yard setback.

g. Maximum building height:

1. The maximum building height for all structures within the R-5 zoning district shall be 35 feet.

2. For exceptions to height regulations, see article I, section 7, subsection L.

h. Dedicated open space requirements:

1. For all new developments within the R-5 district, a minimum of 20% of the gross land area of the project shall be set aside as dedicated open space.

2. For all new developments that include rear alley loaded access on at least 75% of all residential units, the open space requirement may be reduced by 25%.

3. Dedicated open space shall be provided in accordance with Section 19(4)(H), paragraphs 2-11, of the zoning ordinance.

i. Buffer requirements:

1. For all new developments within the R-5 district, a landscaped buffer at least 35’ in width shall be required along all project edges abutting existing residential development, excluding road frontage, and shall be measured perpendicular to the property lines that define the project area. This buffer shall be a natural, undisturbed wooded area where possible, and shall count towards the open space requirement. Where an existing natural, undisturbed wooded area does not exist, a planted buffer shall be required. Planted buffers shall contain a minimum of 9 evergreen trees and 20 evergreen shrubs for each 100 linear feet of buffer area.

2. The required width of any project boundary buffer may be reduced by 25%, provided a minimum six-foot opaque wall is constructed along the project boundary.

j. Sidewalk requirements:

1. Notwithstanding other provisions of the zoning ordinance or the Code of Ordinances for the Town of Fort Mill, all new developments within the R-5 district shall include sidewalks at least five (5) feet in width along both sides of any new or existing road frontage (excluding alleys). All sidewalks shall be constructed to comply with the standards of the town, South Carolina Department of Transportation (SCDOT), and the Americans with Disabilities Act (ADA).

2. New sidewalks shall be constructed in locations that will promote connectivity with existing sidewalk infrastructure. Where no adjacent sidewalk infrastructure exists, new sidewalks shall be stubbed out to locations identified by the zoning administrator in order to allow for connectivity with future development. These requirements may be waived administratively by the zoning administrator if circumstances exist that make such connections impractical.

k. Traffic improvements.

1. A traffic impact analysis (TIA) shall be required for any new development that includes more than one hundred (100) residential units, or for any new development that is expected to generate an average of more than five hundred (500) vehicle trips per weekday. Any traffic improvements recommended by the TIA shall be installed at the developer's cost.

2. Notwithstanding the previous paragraph, the developer shall meet with the zoning administrator and, if warranted, representatives from the SCDOT, prior to project approval for the purpose of reviewing proposed ingress/egress locations and traffic impact. Any traffic improvements recommended by the town and/or SCDOT shall be installed at the developer's cost.

l. Additional requirements: Uses permitted in R-5 zoning districts shall meet all standards set forth in article I, section 7, subsection I, pertaining to off-street parking, loading, and other requirements.

m. Signs: Signs permitted in the R-5 zoning district, including the conditions under which they may be located, are set forth in article III.

EXHIBIT D

Property Description

[to be inserted]

EXHIBIT E

Development Schedule

[to be inserted]

EXHIBIT F

Description of Land Donated for Public Purposes

[to be inserted]

EXHIBIT G

Present Legal Owner(s) of Property

John P. Talkington
Delores M. Talkington
Jason Todd Talkington
Justin Ryan Talkington

Note: The property is currently under a Contract for Purchase between the above owners and Taylor Morrison of Carolinas, Inc. (successors and assigns). Taylor Morrison of Carolinas, Inc. expects to take ownership of the Property on or before the date of the proposed annexation, and is therefore entering into this Agreement. The above owners are, however, in agreement with the terms hereof, and will execute the Agreement accordingly in the event Taylor Morrison of Carolinas, Inc. is not the property owner on or before the effective date of this agreement.

EXHIBIT H

Water and Sewer Action Plan

Water

1. Developer shall continue the twelve-inch water line from the Preserve at River Chase subdivision along the entire S Dobys Bridge Road frontage of Property.

2. The water line shall be placed outside the S Dobys Bridge Road right-of-way at the back edge of the required street buffer, as shown in the Concept Plan. A permanent 20' water line easement shall be provided, with a maximum 15' of the easement being located within the street buffer, and a minimum of 5' on the adjacent residential lots.

Sewer

1. Developer shall complete one of the following options to extend sewer service to the Property:

    a. Developer shall upgrade the existing pump station and force main within the Preserve at River Chase subdivision; or

    b. Developer shall install a new pump station and force main on the Property and intercept existing sewer flows from the Preserve at River Chase subdivision.

2. Developer shall be required to install any necessary upgrades to the existing White Oak lift station located within the Massey subdivision to accommodate additional sewer flows generated by the Project.

3. The existing 12" force main from White Oak may be utilized to serve the Project; provided, however, the Developer shall be responsible for any upgrades to the force main, as well as existing pump stations served by the force main, to ensure the velocity of sewer flows does not exceed acceptable levels as determined by the Town Engineer.

4. Pump station upgrades shall be designed based on 500 single-family residential units to accommodate anticipated flows from the parcel(s) donated for public purposes (see Exhibit F).

EXHIBIT I

Road Specifications

The alternative pavement section has been requested due to construction issues resulting from leaving binder coat exposed to inclement weather for extended periods of time resulting in deterioration of the roadbed and premature failure. It should also be noted the alternative pavement section exceeds the calculated Structural Number (SN) for the previously specified pavement section.

The following Coefficients of Relative Strength for Flexible Pavement Components have been utilized to evaluate the structural number for both the previously specified pavement section and Alternative Pavement Section proposed.

Coefficients of Relative Strength for Flexible Pavement	
HMA Asphalt Surface/Intermediate (Lessthan400psy)	0.44/in.
Graded Aggregate Base	0.18/in.
Cement Stabilized Base	0.25/in.

The Previously Specified Pavement Section is as follows:

1.0 Inch Hot Mix Asphalt Surface Course	1.0 x 0.44/in = 0.44
2.0 Inches Hot Mix Asphalt Binder Course	2.0 x 0.44/in = 0.88
8.0 Inches Graded Aggregate Base Course	8.0 x 0.18/in = 1.44
TOTAL SN	= 2.76

PROPOSED ALTERNATIVE PAVEMENT SECTION

1.5 Inches Hot Mix Asphalt Surface Course	1.5 x 0.44/in = 0.66
2.0 Inches Hot Mix Asphalt Intermediate Course	2.0 x 0.44/in = 0.88

12 Inches Cement Stabilized Base – (4 Inches GABC/8 Inches Subgrade)
6% Cement Application Rate (Assumed 52 p.s.y.) 12 x 0.18-0.25/in = 2.16 - 3.00

TOTAL SN = 3.70 – 4.54

Base should extend from outside edge of curb to outside edge of curb.

As noted previously the alternate pavement section exceeds the calculated Structural Number for the Previously Specified Pavement Section. All pavement components should be constructed in accordance the latest SCDOT requirements (Standard Specification for Highway Construction).